

SANTA CRUZ CITY SCHOOLS DISTRICT
 MEETING OF THE BOARD OF EDUCATION
 FOR THE ELEMENTARY AND SECONDARY DISTRICTS
 WEDNESDAY, MARCH 27, 2024
 OPEN SESSION BEGINS AT 6:00 P.M.
 ZOOM REMOTE BOARD MEETING

POSTED
 DATE:
 LOCATION:
 TIME:
 EMPLOYEE:

**COMMUNITY MEMBERS CAN PARTICIPATE REMOTELY VIA ZOOM OR
 IN PERSON AT THE COUNTY OFFICE OF EDUCATION, BOARD ROOM
 400 ENCINAL STREET, SANTA CRUZ, CA.**

[Click on this link to join meeting.](#)

Meeting ID: 815 5761 5782

Meeting Password: SCCS

If a member of the community would like to make public comment on a closed session item, please join Zoom. Public comment will begin promptly at 5:00 p.m.

[Click on this link to make public comment on a closed session item.](#)

AGENDA

Item	Purpose / Support
Agenda	
1. Convene Closed Session	5:00pm
1.1	Roll Call
1.2	AB 2449 Remote Attendance
1.3	Public Comments prior to Closed Session
	<i>Members of the public may comment on items that are listed on the Closed Session Agenda.</i>
2. Closed Session Items	
2.1	Certificated/Classified/Management Leaves, Retirements, Resignations & Appointments
	<i>Information for possible action.</i>
2.2	Public Employee Discipline/Dismissal/Release/Complaint (Govt. Code Section 54957)
	<i>Information for possible action.</i>
2.1	Public Employee Performance Evaluation (Govt. Code Section 54957)
	<i>Title: Superintendent</i>
3. Convene Open Session	6:00 p.m.
3.1	Welcome
3.2	Pledge of Allegiance
3.3	Agenda changes, additions, deletions, or announcements
3.4	AB 2449 Remote Attendance
4. Public Comments	
	<i>For presentations of matters not on the Agenda. 3 minutes for individuals; 15 minutes per subject.</i>

Note to Members of the Public: Thank you for taking the time to attend this meeting. Santa Cruz City School Board Members appreciate your presence and your comments regarding items not on the agenda are valued. Per Santa Cruz City Schools Board Bylaw protocols, Trustees will not comment on Public Comments during this time.

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Item	Purpose / Support
5. Approval of Minutes	<i>None</i>
6. General Public Business	
6.1 Report of Closed Session Actions	
6.1.1 Report of Actions Taken in Closed Session	
6.2 Consent Agenda: Non-Contract Items and Items to be Received: These matters may be passed by one roll call motion.	
6.2.1 Education Services	
6.2.1.1 Out of State Travel: Harbor High School Staff	
6.2.2 Business Services	<i>None</i>
6.2.3 Human Resources	<i>None</i>
6.2.4 Governance/Superintendent	<i>None</i>
6.3 Consent Agenda: General Contracts & Agreements	
6.3.1 Education Services	
6.3.1.1 Contract: Boys and Girls Club - Spring Break Camp	
6.3.2 Business Services	
6.3.2.1 Contract: Renewal: AT&Ts Switched Ethernet Network	
6.3.2.2 Lifetouch Contract: High School Portrait Photographer	
6.3.2.3 Contract: Edmundson & Associates: Land Survey for Pacific Cultural Center	
6.3.3 Human Resources	<i>None</i>
6.3.4 Governance/Superintendent	<i>None</i>
6.4 Consent Agenda: Bond Projects, Contracts, Agreements, Proposals, Bids & Change Orders	
6.4.1 Guerra Construction Group: Change Order 2: Gault Elementary School New Building Site Work	
6.5 Items to be Transacted and/or Discussed	
6.5.1 Study Session: Multi-Tiered Systems of Support	<i>Staff will share an update on the District's Multi-Tiered System of Support Framework for both Academic and Social-Emotional/Behavioural Support.</i>
7. Adjournment	

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ZOOM REMOTE BOARD MEETING**

The board book for this meeting, including this agenda and back-up materials, may be viewed or downloaded online: http://sccs.net/board_of_education or may be viewed at the District Office, 133 Mission St. Ste. 100, Santa Cruz, CA 95060.

Public Participation:

All persons are encouraged to attend and, when appropriate, to participate in meetings of the Santa Cruz City Schools Board of Education. If you wish to speak to an item on the agenda, please be present at the beginning of the meeting as any item, upon motion, may be moved to the beginning of the agenda. Consideration of all matters is conducted in open session except those relating to litigation, personnel and employee negotiations, which, by law, may be considered in closed session.

Translation Requests:

Spanish language translation is available on an as-needed basis. Please make advance arrangements with Wednesday Manners by telephone at (831) 429-3410 extension 48220.

Las Solicitudes de Traducción:

Traducciones del inglés al español y del español al inglés están disponibles en las sesiones de la mesa directiva. Por favor haga arreglos por anticipado con Wednesday Manners por teléfono al número (831) 429-3410 x48220.

Board Meeting Information

1. The Regular Board Meeting on April 10, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
2. The Study Session Meeting on April 24, 2024, 6:00 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
3. The Special Board Meeting on May 1, 2024, 6:00 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
4. The Regular Board Meeting on May 15, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
5. The Study Session on May 22, 2024, 6:00 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
6. The Regular Board Meeting on May 29, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
7. The Regular Board Meeting on June 12, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Out of State Travel: Harbor High School Staff

MEETING DATE: March 27, 2024

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve out-of-state travel for Harbor High staff to attend the International Baccalaureate Diploma Programme Professional Development workshops in Chicago, Illinois from April 12, 2024 through April 15, 2024.

BACKGROUND:

This professional development will support staff with preparing professional learning for teachers. The opportunity will also support Harbor staff in their efforts to ensure English Learners are accessing the International Baccalaureate program. This learning is essential to supporting Harbor's upcoming IB accreditation.

In accordance with Board Policy 3350; all out-of-state travel for which reimbursement will be claimed requires Board approval. Itemized receipts will be submitted for reimbursement. Every effort will be made to contain total expenses associated with this trip.

FISCAL IMPACT:

\$4,000 Title I (Restricted)
\$2,000 Title IV (Restricted)

This work is in direct support of the following District goals and their corresponding metrics.

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Santa Cruz City Schools Conference & Travel Request Form



- ❖ DO NOT BOOK FLIGHT, HOTEL OR CONFERENCE UNTIL THIS FORM IS APPROVED.
- ❖ The District has limited PD resources and it is expected that employees will attend trainings as close to the district as possible. Out-of-State travel will not be approved when local training is available.
- ❖ All out-of-state travel requests must be submitted to the Superintendent for Board approval at least 45 days in advance.
- ❖ Hotel stays are permitted if staying 75 miles from the district – if less than 75 miles, approval is needed from Assistant Superintendent of Business Services.
- ❖ Employees will be reimbursed for mileage up to the cost of a flight.
- ❖ If traveling as a team, please how many people are attending, and the total cost *per person* in the expense chart.

Request Date: 3/8/2024

Return To: Kim Lenz

Name(s): Kim Lenz, Naima Leal, Dustin Carr Job Title: IB, RTI, AP

Conference Name: IB DP PD Category 1, 2, 3 - Chicago

Conference Date(s): 4/12-4/15

Travel Dates: Departing: 4/12 Time: 11am Returning: 4/15 Time: 7pm

Conference Location: Palmer House Hilton, Chicago, IL

What District goal(s) does the conference address?

- Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.
- Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.
- Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.
- Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.
- Goal #5: SCCS will maintain a balanced budget and efficient and effective management.
- Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

How do you plan to share new learning with staff and colleagues?

The approaches to teaching and learning are key frameworks we will be focusing on through WAS and IB program evaluation. Leadership understanding and shared language can aid us with preparing learning for teachers, aligning EL, ELD, PBIS w/ IB language and intentional focus on supporting learners.



Substitute Required? Yes No

Overnight Stay? Yes No

Travel by: Car Airplane Other

Estimated Conference Expenses	(Indicate date)			
Conference registration fee	\$744 (after 3/22, \$794)			
Meals (\$65/day max, including tip)	\$65x4=\$260			
Lodging	\$189x3=\$567			
Airline fare	\$400			
Mileage: _____ miles @ .575/mi.				
Other transportation				
District Substitute Cost	N/A			
Misc/Other				
Total Daily Est. Expense	254			
Total Trip Est. Expense (per person)	\$1,971		Number of attendees:	3
GRAND TOTAL	\$5,913			
Funding source (i.e. Title I)	Title I, ESEA			
District or site expense:	<input type="checkbox"/> District <input checked="" type="checkbox"/> Site			
Budget account number	01-3010-0-1110-1000-5200-533-0000 (Balance) 01-4035-0-0000-2110-5200-933-0000 (\$2000)			

➤ Supervisor's Name: Amariah Hernandez Supervisor's Signature: [Signature]

➤ Approval of Assist. Superintendent of ES or HR: _____ Date: _____

➤ Approval of Assist. Superintendent of Business: _____ Date: _____
 (Required if hotel is less than 75 miles)

DO Use Only

Returned to site finance tech and admin _____
initial








Find workshops











Show search filters 

Found 17 matching workshops

Displaying results filtered by:

Keywords: **Chicago** 

Workshop name	PD Topic area	Level	Event type	Date	Location
Counselling	DP	Cat 1	Face-to-face	13 April - 15 April, 2024	Chicago 
Head of school	DP	Cat 1	Face-to-face	13 April - 15 April, 2024	Chicago 
Individuals and societies	MYP	Cat 1	Face-to-face	13 April - 15 April, 2024	Chicago 
Making the PYP happen: Implementing agency	PYP	Cat 1	Face-to-face	13 April - 15 April, 2024	Chicago 
Mathematics	MYP	Cat 1	Face-to-face	13 April - 15 April, 2024	Chicago 
Biology	DP	Cat 2	Face-to-face	13 April - 15 April, 2024	Chicago 
Individuals and societies	MYP	Cat 2	Face-to-face	13 April - 15 April, 2024	Chicago 

Leading the learning	MYP	Cat 2	Face-to-face	13 April - 15 April, 2024	Chicago	
Spanish B	DP	Cat 2	Face-to-face	13 April - 15 April, 2024	Chicago	
Approaches to teaching and learning for DP/CP coordinators and pedagogical leaders	DP + CP	Cat 3	Face-to-face	13 April - 15 April, 2024	Chicago	
Creating authentic units	MYP	Cat 3	Face-to-face	13 April - 15 April, 2024	Chicago	
Managing assessment: Leaders of learning	MYP	Cat 3	Face-to-face	13 April - 15 April, 2024	Chicago	
Navigating leadership	Lead	Cat 3	Face-to-face	13 April - 15 April, 2024	Chicago	
The role of language	PYP	Cat 3	Face-to-face	13 April - 15 April, 2024	Chicago	
Subject specific seminar: Environmental systems and societies	DP	Cat 3	Face-to-face	13 April - 15 April, 2024	Chicago	
(CANCELLED) Subject specific seminar: Sports, exercise and health science	DP	Cat 3	Face-to-face	13 April - 15 April, 2024	Chicago	
Language Ab Initio (generic)	DP	Cat 1+2	Face-to-face	13 April - 15 April, 2024	Chicago	

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Contract: Boys and Girls Club - Spring Break Camp

MEETING DATE: March 27, 2024

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the contract with Boys and Girls Club of Santa Cruz to provide Spring Break camp to unduplicated students for the 2024 school year.

BACKGROUND:

The Extended Learning Opportunity grant (ELOP) requires that districts offer at least 30 days of intercession (holiday or summer) enrichment opportunities for TK-5 students who are low income, English Learners, Foster Youth, and/or homeless (unduplicated students). To help meet this requirement, the district is partnering with the Boys and Girls Club of Santa Cruz to provide a Spring Break camp. The District will pay \$200 per qualifying student for a week of attendance in the camp. Approximately 550 students qualify to participate, and the actual cost will be determined by the number of students who attend.

FISCAL IMPACT:

Estimated \$40,000 Extended Learning Opportunity Program (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

**AGREEMENT FOR SUMMER ENRICHMENT PROGRAM
BETWEEN
SANTA CRUZ CITY SCHOOLS
AND
BOYS AND GIRLS CLUB OF SANTA CRUZ COUNTY**

This Agreement for Summer Enrichment Program is entered into on March 27, 2024, by and between Santa Cruz City Schools (“SCCS”), a California public school district, and the Boys and Girls Club of Santa Cruz County (“BGCSC”), a California non-profit organization. SCCS and BGCSC may each be referred to individually as “Party” and collectively as “the Parties” throughout this Agreement.

RECITALS

- A. **WHEREAS**, pursuant to Assembly Bill (“AB”) 130, the Expanded Learning Opportunities Program (“ELO-P”) provides funding for after school and intersessional expanded learning opportunities for eligible students, and requires nine hours a day of programming; and
- B. **WHEREAS**, SCCS intends to offer a Spring Break session (“Spring Break session”) for District students; and
- C. **WHEREAS**, BGCSC is qualified and willing to provide an Spring Break program in accordance with all ELO-P program requirements for students; and
- D. **WHEREAS**, SCCS is willing to partner with BGCSC to provide a Spring Break program in accordance with ELO-P program requirements for District students enrolled in Spring Break session, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. Term of Agreement. The term of this Agreement shall be April 1, 2024, through April 5, 2024 (“Term”).
- 2. Spring Break Camp Program.
 - a. BGCSC will provide a full day Spring Break program meeting the requirements for ELO-P programming from April 1- 5, 2024, for any interested SCCS student enrolled in Spring Break Session (the “Program”).

- b. BGCSC will provide summer camp and enrichment activities for enrolled students.
 - c. BGCSC will provide breakfast, lunch and snack for enrolled students.
3. Reimbursement. SCCS will reimburse BGCSC \$200 per week per student for any unduplicated student enrolled in the program. All other SCCS students will be paid for by families.
 4. Invoicing and Attendance. BGCSC will invoice SCCS for the qualified students by April 30, 2024. Invoices shall include names and include attendance verification for each student. Payment will be due to BGCSC within 14 business days.
 5. Lunches and Snacks. BGCSC shall provide a daily snack and lunch for all students participating in the Program.
 6. Outreach and Registration. SCCS will provide outreach to families regarding the Program and BGCSC will handle all registration of students.
 7. Qualifications to Provide Program. BGCSC represents and warrants to SCCS that it is qualified and willing to provide the Program in accordance with all ELO-P requirements, and agrees that it will obtain or has obtained, and that it will maintain at all times during the Term hereof, any necessary permits and certifications required for the administration and operation of the Program. BGCSC shall provide SCCS with copies of all permits and certifications required for administration and operation of the Program within three (3) business days of a request from SCCS. Failure to comply with the terms of this Section or any of the conditions necessary to administer and operate the Program shall constitute a default and be grounds for immediate termination of this Agreement.
 8. Program Administration & Operation. BGCSC shall be solely responsible for the administration and operation of the Program, including hiring and supervision of its employees, processing of payroll, tax payments, workers' compensation, health and welfare benefits, accounting and wage reporting services, as well as the preparation of all legally required reports. Except as expressly set forth in this Agreement, SCCS will have no responsibility for any part of the administration and operation of the Program or for any costs or expenses related thereto.
 9. Compliance with Law. BGCSC shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules, regulations, policies, and requirements regarding operation of the Program, all public health orders, and all rules and regulations governing ELO-P services as presently enacted or hereafter amended or issued ("Law").
 10. Confidentiality. BGCSC shall maintain the confidentiality of and protect from unauthorized disclosure, any and all individual student information received from SCCS, including but not limited to student names and other identifying information. BGCSC shall not use such student information for any purpose other than carrying out the obligations under this Agreement.
 11. Fingerprinting & Background Checks. BGCSC shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code section

45125.1. Before providing any Program services under this Agreement, BGCSC shall execute and return the *Fingerprinting Notice and Acknowledgement form* and the required *Certification*, both attached as **Exhibit A**.

BGCSC further agrees and acknowledges that if at any time during the Term of this Agreement, BGCSC learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or BGCSC adds personnel who will provide Program services under this Agreement, BGCSC shall immediately notify the District and prohibit any new personnel from interacting with students until the fingerprinting and background check requirements have been satisfied and SCCS determines whether any interaction is permissible.

12. Termination.

- a. Either Party may terminate this Agreement for breach of any material term or condition of this Agreement by the other Party and failure of the breaching Party to cure such breach within three (3) business days of written notice from the non-breaching Party unless an extension to this cure period is agreed to by the Parties.
- b. SCCS may immediately terminate this Agreement upon any of the following:
 - i. BGCSC's failure to obtain or maintain all required permits and certifications necessary to administer and operate the Program; or
 - ii. BGCSC's failure to obtain or maintain the insurance coverage as specified in this Agreement; or
 - iii. BGCSC's violation of any Law as set forth in this Agreement; or
 - iv. SCCS's determination, in its sole discretion, that the Program poses a risk to the health and safety of students.

13. Insurance. Without limiting BGCSC's indemnification obligations as set forth in this Agreement, BGCSC shall secure and maintain in force during the term of this Agreement the following:

- a. A comprehensive general liability policy and automobile policy using an occurrence policy form, with combined single limits of \$3,000,000.00, or \$1,000,000.00 per person and \$1,000,000.00 per accident, with no aggregate limit. Such policy shall specifically state: "Coverage does not contain limitations of coverage or exclusions for molestation, sexual abuse, child abuse, or child endangerment." SCCS shall be named as an additional insured on the policy by endorsements. The policy shall provide that it is primary such that insurance maintained by SCCS, if any, shall be excess and not co-primary. A copy of the declarations page of BGCSC's policy shall be attached to this Agreement as proof of insurance. BGCSC shall not alter or terminate said insurance policy without at least thirty (30) prior days' notice to SCCS. Any altered or terminated insurance policy shall be replaced with an insurance policy meeting the requirements of this Section, so that the terms of the replacement policy become effective no later than the termination or alteration of the prior policy.

b. Worker's Compensation Insurance as required by Law.

14. Indemnification. BGCSC shall defend, indemnify, and hold harmless Santa Cruz City Schools and its agents, employees, contractors, Board of Education, and members of the Board of Education ("SCCS Indemnified Parties"), from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from performance of this Agreement including, but not limited to, BGCSC's completion of its duties under this Agreement; operation of the Program; or injury to or death of persons or damage to property or delay or damage to Santa Cruz City Schools or SCCS Indemnified Parties for any act, omission, negligence, or willful misconduct of BGCSC or its respective employees, volunteers, agents, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this Section. This indemnification provision shall survive the expiration or termination of the Agreement.

15. Notices. All notices required to be given between the Parties shall be in writing and transmitted by any of the following methods: (1) facsimile (fax) with proof of transmission; (2) overnight mail with proof of delivery; (3) email provided receipt is acknowledged; (4) personal delivery; (5) certified mail, return receipt requested; or (6) by regular mail placed in the United States Mail, postage prepaid, as follows:

To SCCS:

Santa Cruz City Schools
Attn: Asst. Superintendent, Business Services
133 Mission Street, Suite 100
Santa Cruz, CA 95060
Email: jmonreal@sccs.net

To Boys and Girls Club of Santa Cruz County:

Attn: Lis DuBois
Executive Director
543 Center Street
Santa Cruz, CA 95060
Email: lis@boysandgirlsclub.info

16. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Santa Cruz County, subject to any transfer of venue as required by law.

17. Severability. If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy, law, statute, or ordinance by a court of

the Superior Court of the State of California for Santa Cruz County, subject to any transfer of venue as required by law.

17. Severability. If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy, law, statute, or ordinance by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
18. Assignment. Neither Party may assign, transfer any of its obligations, rights, or duties under this Agreement. Any such purported assignment or transfer shall be void and shall constitute a breach of this Agreement.
19. Amendment. This Agreement may be amended only by a writing signed by both the Parties.
20. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no prior agreement, statement, promise, or representation made by any party, employee, officer, or agent which is not contained herein shall be binding or valid.
21. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Facsimile signature pages transmitted to either Party to this Agreement shall be deemed equivalent to original signatures on counterparts.
22. Warrant of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year last written below.


Signatures:

Kris Munro, Superintendent
On behalf of
Santa Cruz City Schools



Lis DuBois, Executive Director
On behalf of
Boys and Girls Club of Santa Cruz County

Date



Date

EXHIBIT A

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FOR ALL CONTRACTS EXCEPT WHEN CONSTRUCTION EXCEPTION IS MET (Education Code Section 45125.1)

Other than business entities performing construction, reconstruction, rehabilitation, or repair who have complied with Education Code section 45125.2, business entities entering into contracts with the District must comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law:

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)
2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in Attachment A to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in Attachment B to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)

5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as Executive Director of Boys & Girls Clubs of Santa Cruz County, have read the foregoing and agree that Boys & Girls Clubs of Santa Cruz County will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: March 19, 2024

Name: Lis DuBois

Signature: 

Title: Executive Director

EXHIBIT A
ATTACHMENT A
Violent and Serious Felonies

Under Education Code sections 45122.1 and 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation

of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

EXHIBIT A
ATTACHMENT B
Form for Certification of Lack of Felony Convictions

Note: This form must be submitted by the owner, or an officer, of the contracting entity before it may commence any work or services, and before it may be present on District property or be within the vicinity of District pupils.

Entity Name: Boys & Girls Clubs of Santa Cruz County
Date of Entity's Contract with District: March 19, 2024
Scope of Entity's Contract with District: Spring Break Program

I, Lis DuBois, am the Executive Director for Boys & Girls Clubs of Santa Cruz County ("Entity"), which entered a contract on March 19, 2004, with the District for Spring Break programming.

I certify that (1) pursuant to Education Code section 45125.1(f), neither the Entity, nor any of its employees who are required to submit fingerprints and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1; and (2) the Entity is in full compliance with Education Code section 45125.1, including but not limited to each employee who will interact with a pupil outside of the immediate supervision and control of the pupil's parent or guardian having a valid criminal background check as described in Education Code section 44237.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Date: March 19, 2024
Signature: 
Typed Name: Lis DuBois
Title: Executive Director
Entity: Boys & Girls Clubs of Santa Cruz County

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Contract Renewal for AT&T's Switched Ethernet Network

MEETING DATE: March 27, 2024

FROM: Jim Monreal, Asst. Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Renew contract with AT&T's Advanced Switched Ethernet Network.

BACKGROUND:

The District's current internet network is a 10Gb/s site-to-site fiber connection using AT&T's Switched Ethernet (ASE). ASE allows all sites to function as though they are on the same network despite the distance between them.

The District issued a request for proposal for ethernet circuits and received a single response. This response was from the District's current vendor, AT&T, whose service started five years ago. We are looking to renew a three-year contract with two one-year extensions.

SCCS can subsidize the cost of network connectivity via E-Rate – a federal equity-based funding for data services and internet access.

FISCAL IMPACT:

\$164,194.32 annually

\$65,677.73 LCFF Base (Unrestricted)

\$98,516.59 E-Rate (Restricted)

This work is in direct support of the following District goal and its corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.



Sales Contact Information
HICKS; ANGIE
714-679-8527
ar1486@att.com

eSign Fax Cover Sheet Contract Id: 6940406

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

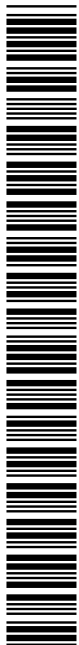
Total Pages: 20
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 6940406
 - II. All Pages stamped with Contract Id: 6940406
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 3046255
Contract Id: 6940406



SDN

MA2458743UA
 AT&T MA Reference No. 202003122014UA
 AT&T Contract ID No. SDNN551Y7Y

AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
 PCS ID: 20240321-002 **PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS (For E-Rate)**

Customer	AT&T
Santa Cruz City SD Street Address: 133 Mission St Ste 10 City: Santa Cruz State/Province: CA Zip Code: 95060 Country: USA	The applicable AT&T Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Jon Morgan Title: Director- Information Technology Street Address: 133 Mission St. City: Santa Cruz State/Province: CA Zip Code: 95060 Country: USA Telephone: 831-429-3410 Email: jonmorgan@sccs.net Customer Account Number or Master Account Number: 831-000-9264-403	Name: Angie Hicks Street Address: 1452 Edinger Ave. City: Tustin State/Province: CA Zip Code: 91780 Country: USA Telephone: 714-679-8527 Email: ar1486@att.com Sales/Branch Manager: Holly Tripp SCVP Name: Greg Fike Sales Strata: LED Sales Region: West With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: USA Telephone: Email: Agent Code	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above.
 Customer confirms receipt of the AT&T customer building / site preparation document describing the installation requirements at the Site(s).

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By: eSigned - Lana Tolbert
Printed or Typed Name:	Printed or Typed Name:
Title:	Title: Contractor Contract Specialist, as signer for AT&T
Date:	Date: 21 Mar 2024

For AT&T internal use only: Contract Ordering and Billing Number (CNUM):

sk8078

WK# - TBD Please sign by January 12, 2025.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS (For E-Rate)**

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

Service	AT&T Switched Ethernet Service SM
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1.1. AT&T Switched Ethernet ServiceSM

AT&T Switched Ethernet Participating Carrier(s)	Service Publication (incorporated by reference)	Service Publication Location (URL)
BellSouth Telecommunications, LLC, d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee	AT&T Switched Ethernet Service SM Guide (Service Guide)	https://cpr.att.com/pdf/commonEthServGuide.html
Illinois Bell Telephone Company, LLC, d/b/a AT&T Illinois		
Indiana Bell Telephone Company, Incorporated, d/b/a AT&T Indiana		
Michigan Bell Telephone Company, d/b/a AT&T Michigan		
Nevada Bell Telephone Company, d/b/a AT&T Nevada		
The Ohio Bell Telephone Company, d/b/a AT&T Ohio		
Pacific Bell Telephone Company, d/b/a AT&T California		
Southwestern Bell Telephone Company, d/b/a AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, and AT&T Texas		
Wisconsin Bell, Inc., d/b/a AT&T Wisconsin		
AT&T Corp. provides Service outside the AT&T ILEC Footprint (the 21 states referenced above), where available. AT&T Communications of New York provides intrastate Service in New York. AT&T Communications of Virginia, LLC provides intrastate Service in Virginia.	AT&T Switched Ethernet Service SM Third Party Access (3PA Service Guide)	https://serviceguidenew.att.com/sg_flashPlayerPage/ASE3PA
TC Systems, Inc.: Massachusetts and Nevada	AT&T Business Service Guide AT&T Switched Ethernet (TCAL)	https://serviceguidenew.att.com/sg_flashPlayerPage/ASE
Teleport Communications America, LLC (TCAL): Arizona, Colorado, Connecticut, Delaware, District of Columbia, Florida, Kentucky, Maryland, Massachusetts, Minnesota, Nebraska, Nevada, New Jersey, New York, Ohio, Oregon, Pennsylvania, Rhode Island, Utah, Virginia, and Washington		

UA Required ROME OPP: 1-N551Y7Y SR: 1-O1IHSDH KB2359 03/13/24 RLR: 1517075.4.2	AT&T and Customer Confidential Information Page 2 of 15	[ASE_NoD_custom e-rate] PS V03.23.22 AT&T Solution No. __[PricerD] 3623375
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WK# - TBD Please sign by January 12, 2025.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS (For E-Rate)**

1.2. NOD Ordering and Management Process

Service Provider	Service Publication	Service Publication Location
AT&T Network on Demand Ordering and Management	Network on Demand Guide	https://cpr.att.com/pdf/publications/NOD_Guide.pdf
Services purchased under this Pricing Schedule must be ordered and managed exclusively using the AT&T Network on Demand functionality in the AT&T Business Center online portal.		

1.3. Inside Wiring

Service	AT&T Inside Wiring*	
Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service SM	AT&T Inside Wiring Service Guide	https://cpr.att.com/pdf/publications/Inside_Wiring_Service_Guide_Attachment.pdf
* AT&T Inside Wiring is not available for Sites outside of AT&T's 21-state ILEC footprint.		

1.4. Entrance Facility Construction

Service	AT&T Entrance Facility Construction*	
Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service SM	AT&T Entrance Facility Construction Attachment	https://cpr.att.com/pdf/service_publications/EF_C_Attachment.pdf
* AT&T Entrance Facility Construction is not available for Sites outside of AT&T's 21-state ILEC footprint.		

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	36 months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period.

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
All Service Components	50% plus any unpaid or waived non-recurring charges	Until end of Pricing Schedule Term

UA Required ROME OPP: 1-N551Y7Y SR: 1-O1IHSDH KB2359 03/13/24 RLR: 1517075.4.2	AT&T and Customer Confidential Information Page 3 of 15	[ASE_NoD_custom e-rate] PS V03.23.22 AT&T Solution No. __[PricerD] 3623375
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WK# - TBD Please sign by January 12, 2025.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS (For E-Rate)**

3.1. Minimum Payment Period – Calculation of Early Termination Charges

For services purchased through Network on Demand, the “Monthly Recurring Charge” used for the purposes of computing any applicable termination liability (early termination charges) under the relevant service publication or the customer’s master agreement is determined as follows: (i) the total Monthly Recurring Charges payable for the terminated service for the three months prior to the date of termination (or such shorter period as the terminated service had been installed if terminated less than 3 months after installation), divided by (ii) the number of days in such period, times (iii) 30 days. The Minimum Payment Period for CIR, CoS, or CIR and CoS Packages are coterminous with the Minimum Payment Period of the associated Customer Port Connection; however, early termination charges are not incurred as a result of changes to CIR, CoS, or CIR and CoS Packages while the associated Customer Port Connection is still in service.

4. ADDS; MOVES; and UPGRADES

4.1. Adds

Orders for Service Components (other than CIR/CoS) in excess of quantities listed in Section A-1 of Attachment A (“Adds”) are not permitted.

4.2. Moves

Per applicable Service Publication

4.3. Upgrades

4.3.1. Upgrades to a Higher Speed

Customers may upgrade their CIR to a higher speed without incurring Termination Charges if such increases do not require physical changes to AT&T’s equipment or connections at Customer Site(s). In addition, customers may upgrade their Class of Service without incurring Termination Charges provided the upgrade does not include any reduction in the customer’s existing CIR.

4.3.2. Pricing for Service Reconfiguration - Increase in CIR or CoS*

Service Components	Monthly Recurring Rate and Non-recurring Charges
Committed Information Rate (CIR) or Class of Service (CoS) specified in Attachment A	As specified in Attachment A
*only increases which do not require physical changes to AT&T’s equipment or connections at Customer Site(s)	

5. RATES and CHARGES

5.1. AT&T SWITCHED ETHERNET SERVICE - 21-State AT&T ILEC Footprint

5.1.1. Initial Site and Service Configuration

The initial sites and configuration of Services covered under this Pricing Schedule are identified on Attachment A. This Pricing Schedule is Customer’s initial order for any new Services shown on Attachment A. Port Connections and CIR/CoS growth components are listed in section 5.1.2.

5.1.2. Monthly Recurring Charges (MRC)

All Monthly Recurring Charges (MRCs) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Customer Port Connection MRC, the Committed Information Rate MRC, and any associated feature MRC(s).

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**AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS (For E-Rate)**

5.1.2.1. Port Connection MRC

Customer Port Connection		
Port Type	Customer Port Connection Speed	MRC
Basic Port	100 Mbps	\$167.00
	1000 Mbps	\$167.00
	10000 Mbps	\$500.00
	100000 Mbps	\$1,500.00
PPCoS Port	100 Mbps	\$167.00
	1000 Mbps	\$167.00
	10000 Mbps	\$500.00
	100000 Mbps	\$1,500.00

Committed Information Rate (CIR) and Class of Service (CoS) MRC

If Customer changes the CIR and/or CoS configuration during the billing cycle, the CIR and/or CoS MRC will be prorated based on the time interval for each configuration. Bandwidth may be adjusted using the Network on Demand process within the available network capacity, which may vary from time to time. Not all speeds may be available at all times or at all locations.

5.1.2.2. Bandwidth MRC

CIR Speeds	Basic Port Connections					Per Packet Class of Service (PPCoS)			
	Non-Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time	Business Data	Critical Data	MultiMedia Standard	MultiMedia High
2 Mbps	\$38.20	\$49.00	\$59.80	\$70.60	\$81.40	\$38.20	\$49.00	\$70.60	\$81.40
4 Mbps	\$46.75	\$58.00	\$69.25	\$80.50	\$91.75	\$46.75	\$58.00	\$80.50	\$91.75
5 Mbps	\$51.03	\$62.50	\$73.98	\$85.45	\$96.93	\$51.03	\$62.50	\$85.45	\$96.93
8 Mbps	\$59.58	\$71.50	\$83.43	\$95.35	\$107.28	\$59.58	\$71.50	\$95.35	\$107.28
10 Mbps	\$69.84	\$82.30	\$94.77	\$107.23	\$119.70	\$69.84	\$82.30	\$107.23	\$119.70
20 Mbps	\$102.33	\$116.50	\$130.68	\$144.85	\$159.03	\$102.33	\$116.50	\$144.85	\$159.03
50 Mbps	\$146.50	\$163.00	\$179.50	\$196.00	\$212.50	\$146.50	\$163.00	\$196.00	\$212.50
100 Mbps	\$175.00	\$193.00	\$211.00	\$229.00	\$247.00	\$175.00	\$193.00	\$229.00	\$247.00

WK# - TBD
Please sign by January 12, 2025.

For AT&T Administrative Use Only
Pricing Schedule No. _____
Original Effective Date: _____

**AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS (For E-Rate)**

CIR Speeds	Basic Port Connections					Per Packet Class of Service (PPCoS)			
	Non-Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time	Business Data	Critical Data	MultiMedia Standard	MultiMedia High
150 Mbps	\$227.25	\$248.00	\$268.75	\$289.50	\$310.25	\$227.25	\$248.00	\$289.50	\$310.25
250 Mbps	\$232.00	\$253.00	\$274.00	\$295.00	\$316.00	\$232.00	\$253.00	\$295.00	\$316.00
400 Mbps	\$241.50	\$263.00	\$284.50	\$306.00	\$327.50	\$241.50	\$263.00	\$306.00	\$327.50
500 Mbps	\$251.00	\$273.00	\$295.00	\$317.00	\$339.00	\$251.00	\$273.00	\$317.00	\$339.00
600 Mbps	\$260.50	\$283.00	\$305.50	\$328.00	\$350.50	\$260.50	\$283.00	\$328.00	\$350.50
1000 Mbps	\$274.75	\$298.00	\$321.25	\$344.50	\$367.75	\$274.75	\$298.00	\$344.50	\$367.75
2000 Mbps	\$103.25	\$135.00	\$166.75	\$198.50	\$230.25	\$103.25	\$135.00	\$198.50	\$230.25
2500 Mbps	\$155.50	\$190.00	\$224.50	\$259.00	\$293.50	\$155.50	\$190.00	\$259.00	\$293.50
4000 Mbps	\$203.00	\$240.00	\$277.00	\$314.00	\$351.00	\$203.00	\$240.00	\$314.00	\$351.00
5000 Mbps	\$260.00	\$300.00	\$340.00	\$380.00	\$420.00	\$260.00	\$300.00	\$380.00	\$420.00
7500 Mbps	\$307.50	\$350.00	\$392.50	\$435.00	\$477.50	\$307.50	\$350.00	\$435.00	\$477.50
9500 Mbps	\$364.50	\$410.00	\$455.50	\$501.00	\$546.50	\$364.50	\$410.00	\$501.00	\$546.50
10000 Mbps	\$412.00	\$460.00	\$508.00	\$556.00	\$604.00	\$412.00	\$460.00	\$556.00	\$604.00
15000 Mbps	\$1090.69	\$1227.04	\$1363.39	\$1499.75	\$1636.10	\$1090.69	\$1227.04	\$1499.75	\$1636.10
20000 Mbps	\$1161.43	\$1301.50	\$1441.58	\$1581.65	\$1721.73	\$1161.43	\$1301.50	\$1581.65	\$1721.73
25000 Mbps	\$1232.17	\$1375.97	\$1519.77	\$1663.56	\$1807.36	\$1232.17	\$1375.97	\$1663.56	\$1807.36

UA Required
ROME OPP: 1-N551Y7Y SR: 1-O1IHSDH
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AT&T Solution No. __[PricerD] 3623375

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**AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS (For E-Rate)**

CIR Speeds	Basic Port Connections					Per Packet Class of Service (PPCoS)			
	Non-Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time	Business Data	Critical Data	MultiMedia Standard	MultiMedia High
30000 Mbps	\$1302.91	\$1450.43	\$1597.95	\$1745.47	\$1892.99	\$1302.91	\$1450.43	\$1745.47	\$1892.99
35000 Mbps	\$1373.65	\$1524.89	\$1676.14	\$1827.38	\$1978.63	\$1373.65	\$1524.89	\$1827.38	\$1978.63
40000 Mbps	\$1444.39	\$1599.36	\$1754.32	\$1909.29	\$2064.26	\$1444.39	\$1599.36	\$1909.29	\$2064.26
45000 Mbps	\$1515.13	\$1673.82	\$1832.51	\$1991.20	\$2149.89	\$1515.13	\$1673.82	\$1991.20	\$2149.89
50000 Mbps	\$1585.87	\$1748.28	\$1910.70	\$2073.11	\$2235.52	\$1585.87	\$1748.28	\$2073.11	\$2235.52
60000 Mbps	\$1727.35	\$1897.21	\$2067.07	\$2236.93	\$2406.79	\$1727.35	\$1897.21	\$2236.93	\$2406.79
70000 Mbps	\$1868.83	\$2046.13	\$2223.44	\$2400.75	\$2578.05	\$1868.83	\$2046.13	\$2400.75	\$2578.05
80000 Mbps	\$2010.31	\$2195.06	\$2379.81	\$2564.56	\$2749.32	\$2010.31	\$2195.06	\$2564.56	\$2749.32
90000 Mbps	\$2151.79	\$2343.98	\$2536.18	\$2728.38	\$2920.58	\$2151.79	\$2343.98	\$2728.38	\$2920.58
100000 Mbps	\$2293.26	\$2492.91	\$2692.56	\$2892.20	\$3091.85	\$2293.26	\$2492.91	\$2892.20	\$3091.85

5.1.2.3. Feature MRC

Feature	MRC
Enhanced Multicast	\$0.00

WK# - TBD Please sign by January 12, 2025.	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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**AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS (For E-Rate)**

5.2 AT&T SWITCHED ETHERNET SERVICE THIRD PARTY ACCESS (3PA) - Outside 21-State AT&T ILEC Footprint

5.2.1. Monthly Recurring Charges (MRCs)

All Monthly Recurring Charges (MRCs) apply per Customer Port Connection. The total MRC for a Customer Port Connection is the sum of the Third-Party Access connection, local mileage MRC, the bandwidth MRC, and any associated feature MRC(s). This Pricing Schedule shall constitute Customer's order for Service at the locations listed in Attachment A, below.

5.2.1.1. Third-Party Local Access Connection MRC

Port Speeds	Port Type	Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8	Group 9	Group 10	Group 11	Group 12
2 Mbps	Switched	\$95.85	\$403.00	\$451.99	\$249.57	\$291.32	\$290.73	\$486.97	\$403.00	\$351.11	\$508.01	\$434.93	\$257.19
4 Mbps	Switched	\$95.85	\$437.36	\$475.18	\$263.64	\$288.92	\$290.73	\$486.97	\$437.36	\$351.11	\$533.39	\$432.53	\$263.64
5 Mbps	Switched	\$95.85	\$468.60	\$486.97	\$290.73	\$290.73	\$290.73	\$486.97	\$299.87	\$351.11	\$550.38	\$430.09	\$290.73
8 Mbps	Switched	\$95.85	\$485.64	\$627.59	\$333.34	\$351.75	\$268.09	\$623.56	\$485.64	\$339.63	\$689.44	\$570.72	\$333.34
10 Mbps	Switched	\$95.85	\$500.55	\$623.56	\$268.09	\$347.72	\$268.09	\$623.56	\$346.00	\$339.63	\$695.10	\$566.69	\$282.31
20 Mbps	Switched	\$99.40	\$643.26	\$632.67	\$309.91	\$390.95	\$309.91	\$632.67	\$404.80	\$394.77	\$717.54	\$772.02	\$466.31
50 Mbps	Switched	\$99.40	\$805.14	\$834.13	\$368.60	\$508.52	\$368.60	\$834.13	\$522.68	\$514.45	\$980.83	\$936.50	\$581.03
100 Mbps	Switched	\$102.95	\$1,015.30	\$954.28	\$445.25	\$601.66	\$445.25	\$954.28	\$798.69	\$680.45	\$1,189.48	\$1,085.10	\$800.72
150 Mbps	Switched	\$106.50	\$1,199.90	\$1,284.11	\$527.19	\$831.96	\$597.14	\$1,507.14	\$950.70	\$1,166.92	\$1,502.36	\$1,534.36	\$1,036.71
250 Mbps	Switched	\$106.50	\$1,667.08	\$1,244.41	\$495.37	\$792.25	\$597.14	\$1,507.14	\$1,154.73	\$1,166.92	\$1,499.04	\$1,494.66	\$997.00
400 Mbps	Switched	\$106.50	\$2,159.82	\$1,390.55	\$553.03	\$712.31	\$597.14	\$1,507.14	\$1,410.78	\$1,166.92	\$2,076.92	\$1,770.19	\$1,201.44
500 Mbps	Switched	\$110.05	\$1,140.75	\$1,467.43	\$557.43	\$732.32	\$557.43	\$1,467.43	\$1,542.82	\$1,224.19	\$2,134.18	\$1,730.48	\$1,161.73
600 Mbps	Switched	\$113.60	\$1,177.20	\$1,446.69	\$740.02	\$740.02	\$740.02	\$1,446.69	\$1,753.51	\$1,540.12	\$2,246.79	\$1,934.39	\$1,365.64
1000 Mbps	Switched	\$113.60	\$1,311.00	\$1,465.13	\$619.12	\$748.51	\$675.99	\$1,465.13	\$2,488.28	\$1,827.64	\$2,616.78	\$1,813.49	\$1,244.74
2 Mbps - 50 Mbps	Dedicated	\$315.00	\$885.00	\$885.00	\$1,200.00	\$1,650.00	\$2,050.00	\$2,450.00	N/A	N/A	N/A	N/A	N/A
>50 Mbps - 100 Mbps	Dedicated	\$420.00	\$1,320.00	\$1,320.00	\$1,500.00	\$3,000.00	\$4,000.00	\$6,550.00	N/A	N/A	N/A	N/A	N/A
>100 Mbps - 250 Mbps	Dedicated	\$420.00	\$1,320.00	\$1,320.00	\$1,500.00	\$3,000.00	\$4,000.00	\$6,550.00	N/A	N/A	N/A	N/A	N/A
>250 Mbps - 500 Mbps	Dedicated	\$630.00	\$1,800.00	\$1,800.00	\$2,750.00	\$3,500.00	\$4,600.00	\$7,000.00	N/A	N/A	N/A	N/A	N/A
>500 Mbps - 600 Mbps	Dedicated	\$630.00	\$3,098.00	\$3,098.00	\$4,500.00	\$5,650.00	\$7,200.00	\$7,800.00	N/A	N/A	N/A	N/A	N/A
1000 Mbps	Dedicated	\$945.00	\$3,438.00	\$3,438.00	\$5,500.00	\$7,400.00	\$9,250.00	\$10,250.00	N/A	N/A	N/A	N/A	N/A
10000 Mbps	Dedicated	\$1,418.00	\$6,250.13	\$6,250.13	\$7,500.00	\$9,400.00	\$11,000.00	\$12,050.00	N/A	N/A	N/A	N/A	N/A

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**AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS (For E-Rate)**

Port Speeds	Port Type	Group 13	Group 14	Group 15	Group 16	Group 17	Group 18	Group 19	Group 20	Group 21	Group 22	Group 23	Group 24
2 Mbps	Switched	\$642.55	\$345.35	\$634.69	\$441.84	\$368.61	\$249.57	\$443.48	\$249.57	\$305.59	\$249.57	\$305.59	\$305.59
4 Mbps	Switched	\$642.55	\$361.43	\$634.69	\$441.84	\$368.61	\$263.64	\$443.48	\$263.64	\$321.84	\$263.64	\$321.84	\$321.84
5 Mbps	Switched	\$642.55	\$367.53	\$634.69	\$441.84	\$368.61	\$333.34	\$443.48	\$290.73	\$374.23	\$290.73	\$351.11	\$351.11
8 Mbps	Switched	\$770.35	\$394.41	\$782.68	\$642.32	\$524.16	\$333.34	\$511.18	\$333.34	\$443.92	\$333.34	\$426.26	\$395.18
10 Mbps	Switched	\$770.35	\$461.47	\$782.68	\$642.32	\$524.16	\$268.09	\$511.18	\$340.99	\$580.36	\$317.11	\$456.05	\$357.55
20 Mbps	Switched	\$898.15	\$612.77	\$838.67	\$1,028.65	\$825.36	\$309.91	\$595.81	\$401.63	\$677.45	\$384.78	\$833.80	\$473.24
50 Mbps	Switched	\$1,093.40	\$939.35	\$966.58	\$1,838.43	\$1,542.64	\$368.60	\$839.49	\$544.82	\$1,005.69	\$476.36	\$1,103.68	\$669.41
100 Mbps	Switched	\$1,299.30	\$1,033.91	\$1,143.91	\$2,456.57	\$2,033.63	\$445.25	\$1,049.06	\$643.65	\$1,205.83	\$565.16	\$1,773.60	\$1,159.55
150 Mbps	Switched	\$1,686.25	\$1,053.77	\$1,620.23	\$3,162.53	\$2,756.52	\$527.19	\$1,319.06	\$736.56	\$1,263.34	\$624.98	\$3,900.55	\$1,281.77
250 Mbps	Switched	\$1,686.25	\$1,150.56	\$1,620.23	\$4,652.68	\$4,258.58	\$495.37	\$1,319.06	\$727.41	\$1,335.55	\$662.03	\$5,523.10	\$1,491.12
400 Mbps	Switched	\$1,945.40	\$1,161.62	\$1,620.23	\$4,652.68	\$4,258.58	\$597.14	\$1,319.06	\$669.65	\$1,399.55	\$651.74	\$5,523.10	\$1,702.70
500 Mbps	Switched	\$1,945.40	\$1,167.42	\$1,799.70	\$5,128.10	\$4,759.28	\$557.43	\$1,319.06	\$645.29	\$1,428.34	\$632.49	\$6,229.88	\$1,894.97
600 Mbps	Switched	\$2,204.55	\$1,118.23	\$1,910.82	\$7,003.16	\$6,686.88	\$740.02	\$1,723.24	\$659.49	\$1,519.56	\$609.46	\$6,779.00	\$2,047.32
1000 Mbps	Switched	\$2,595.05	\$1,125.31	\$2,188.50	\$7,003.16	\$6,686.88	\$675.99	\$1,723.24	\$767.50	\$1,904.63	\$584.93	\$7,139.56	\$2,767.40
2 Mbps - 50 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
>50 Mbps - 100 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
>100 Mbps - 250 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
>250 Mbps - 500 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
>500 Mbps - 600 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
1000 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
10000 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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**AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS (For E-Rate)**

Port Speeds	Port Type	Group 25	Group 26	Group 27	Group 28	Group 29	Group 30
2 Mbps	Switched	\$249.57	\$305.59	\$254.52	\$305.59	\$274.83	\$756.07
4 Mbps	Switched	\$263.64	\$321.84	\$254.52	\$356.97	\$333.21	\$833.54
5 Mbps	Switched	\$290.73	\$351.11	\$254.52	\$351.11	\$374.17	\$897.87
8 Mbps	Switched	\$333.34	\$326.34	\$254.52	\$395.18	\$416.57	\$1,009.83
10 Mbps	Switched	\$254.52	\$326.34	\$254.52	\$460.09	\$450.00	\$1,134.86
20 Mbps	Switched	\$324.13	\$381.09	\$302.25	\$617.02	\$550.00	\$1,390.09
50 Mbps	Switched	\$410.41	\$613.32	\$368.60	\$739.59	\$707.08	\$1,699.89
100 Mbps	Switched	\$630.10	\$815.77	\$360.78	\$818.66	\$899.73	\$2,164.20
150 Mbps	Switched	\$624.36	\$866.46	\$553.03	\$1,041.05	\$982.06	\$2,500.00
250 Mbps	Switched	\$712.63	\$1,023.68	\$553.03	\$1,392.17	\$1,102.45	\$3,384.11
400 Mbps	Switched	\$721.56	\$1,023.68	\$553.03	\$1,392.17	\$1,369.24	\$3,600.00
500 Mbps	Switched	\$770.72	\$1,075.77	\$526.25	\$1,392.17	\$1,403.09	\$4,030.63
600 Mbps	Switched	\$779.12	\$1,137.70	\$587.63	\$1,477.06	\$1,546.72	\$5,500.00
1000 Mbps	Switched	\$747.09	\$1,334.87	\$533.76	\$1,477.06	\$1,896.47	\$5,636.21
2 Mbps - 50 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
>50 Mbps - 100 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
>100 Mbps - 250 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
>250 Mbps - 500 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
>500 Mbps - 600 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
1000 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A
10000 Mbps	Dedicated	N/A	N/A	N/A	N/A	N/A	N/A

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**AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS (For E-Rate)**

5.2.1.2. Third-Party Local Switched Access Mileage MRC

Third-Party Local Switched Access Mileage MRC Price Groups				
Port Connection Speed	Mileage A		Mileage B	
	Fixed	Per Mile	Fixed	Per Mile
2 Mbps – 1000 Mbps	\$0.00	\$110.05	\$0.00	\$110.05
Applicability of mileage will be determined during address qualification.				

5.2.1.3. Third-Party Local Dedicated Access Mileage MRC

Third Party Local Dedicated Access Mileage MRC Price Groups															
Port Connection Speed	Mileage A		Mileage B		Mileage C		Mileage D		Mileage E		Mileage F		Mileage G		
	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	Fixed	Per Mile	
2 Mbps - 50 Mbps	\$189.85	\$6.75	\$0	\$0	\$315.95	\$29.11	\$315.95	\$29.11	\$0	\$61.77	\$0	\$0	\$0	\$0	
>50 Mbps - 100 Mbps	\$277.97	\$9.02	\$0	\$0	\$397.6	\$36.21	\$397.6	\$36.21	\$0	\$66.74	\$0	\$0	\$0	\$0	
>100 Mbps - 250 Mbps	\$348.04	\$11.29	\$0	\$0	\$440.2	\$51.12	\$440.2	\$51.12	\$0	\$69.58	\$0	\$0	\$0	\$0	
>250 Mbps - 500 Mbps	\$518.66	\$16.97	\$0	\$0	\$727.75	\$94.43	\$727.75	\$94.43	\$0	\$98.69	\$0	\$0	\$0	\$0	
>500 Mbps - 600 Mbps	\$822.61	\$24.85	\$0	\$0	\$1121.8	\$203.06	\$1121.8	\$203.06	\$0	\$139.87	\$0	\$0	\$0	\$0	
1000 Mbps	\$1296.11	\$35	\$202.35	\$102.95	\$2403.35	\$348.61	\$2403.35	\$348.61	\$0	\$155.49	\$0	\$39.05	\$0	\$0	
10000 Mbps	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

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**AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
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5.2.1.4. Third-Party Bandwidth MRC

CIR Speed	Non-Critical High	Business Critical Medium	Business Critical High	Interactive	RealTime
2 Mbps	\$18.26	\$19.18	\$20.14	\$21.14	\$22.20
4 Mbps	\$22.53	\$23.65	\$24.83	\$26.08	\$27.38
5 Mbps	\$28.00	\$29.41	\$30.88	\$32.42	\$34.04
8 Mbps	\$33.48	\$35.16	\$36.92	\$38.76	\$40.70
10 Mbps	\$38.96	\$40.91	\$42.96	\$45.10	\$47.36
20 Mbps	\$44.44	\$46.66	\$49.00	\$51.45	\$54.02
50 Mbps	\$51.75	\$54.34	\$57.05	\$59.90	\$62.90
100 Mbps	\$60.88	\$63.92	\$67.12	\$70.48	\$74.00
150 Mbps	\$85.23	\$89.49	\$93.97	\$98.67	\$103.60
250 Mbps	\$109.58	\$115.06	\$120.82	\$126.86	\$133.20
400 Mbps	\$140.02	\$147.03	\$154.38	\$162.10	\$170.20
500 Mbps	\$170.46	\$178.99	\$187.94	\$197.33	\$207.20
600 Mbps	\$213.08	\$223.73	\$234.92	\$246.67	\$259.00
1000 Mbps	\$374.09	\$392.79	\$412.43	\$433.05	\$454.70
2000 Mbps	\$633.15	\$664.81	\$698.05	\$732.95	\$769.60
2500 Mbps	\$715.34	\$751.11	\$788.66	\$828.10	\$869.50
4000 Mbps	\$761.00	\$799.05	\$839.00	\$880.95	\$925.00
5000 Mbps	\$791.44	\$831.01	\$872.56	\$916.19	\$962.00
7500 Mbps	\$821.88	\$862.97	\$906.12	\$951.43	\$999.00
9500 Mbps	\$852.32	\$894.94	\$939.68	\$986.67	\$1,036.00
10000 Mbps	\$870.82	\$914.36	\$960.08	\$1,008.09	\$1,058.49

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**AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
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5.2.2. Additional Charges

Charges for associated features or additional Service options may apply per Service Publication.

6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

6.1. Special Conditions for 10 Gbps Customer Port Connections

Basic Ports with transmission speeds of 10 Gbps are available only under custom/ICB contracting arrangements and may not be fully supported by the Network on Demand ordering process. Once such Port(s) have been ordered and installed, Customer may use the AT&T Business Center portal to request and schedule changes to the CIR (subject to the port configurations shown in Attachment A, Table 2) or CoS, or to establish or change EVCs.

EVCs can be ordered in 1 Mbps increments. The maximum EVC CIR will be 1,000 Mbps unless otherwise approved by AT&T in its discretion, on an Individual Case Basis. Approved configurations will be made available through the Business Center portal. Customer may use the Business Center Portal to make changes to an EVC, subject to the approved maximum CIR for the affected EVC Real Time Class of Service is not available for EVCs exceeding 1000 Mbps. Customer may not increase the CIR of any EVC above the approved maximum without AT&T's approval.

6.2. Special Conditions for 100 Gbps Customer Port Connections

Basic Ports with transmission speeds of 100 Gbps are available only under custom/ICB contracting arrangements and may not be fully supported by the Network on Demand ordering process. Once such Port(s) have been ordered and installed, Customer may use the AT&T Business Center portal to request and schedule changes to the CIR (subject to the port configurations shown in Attachment A, Table 2) or CoS, or to establish or change EVCs.

EVC CIR can be ordered in increments, as follows:

- 1 Mbps (from 1 Mbps to 100 Mbps);
- 10 Mbps (from 100 Mbps to 1,000 Mbps);
- 25 Mbps (from 1,000 Mbps to 10,000 Mbps); or
- 250 Mbps (from 10,000 Mbps to 100,000 Mbps)

The maximum EVC CIR will be 1,000 Mbps unless otherwise approved by AT&T in its discretion, on an Individual Case Basis. Approved configurations will be made available through the Business Center portal. Customer may use the Business Center Portal to make changes to an EVC, subject to the approved maximum CIR for the affected EVC. Real Time Class of Service is not available for EVCs exceeding 1000 Mbps. Customer may not increase the CIR of any EVC above the approved maximum without AT&T's approval.

Special Conditions for 100 Gbps Customer Port Connections does not apply outside AT&T's 21 state ILEC footprint (AT&T Switched EthernetSM Service Third Party (3PA)).

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**AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
PRICING SCHEDULE PROVIDED PURSUANT TO CUSTOM TERMS (For E-Rate)**

**ATTACHMENT A
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION
SANTA CRUZ CITY SD**

A-1. Rates and Charges; Initial Order Quantities

Service Components	Quantity New	MRC, per Unit
Customer Port Connection - 100 Gbps – Basic EY7AG	2	\$1,500.00
Customer Port Connection - 10 Gbps – Basic EYQGX	11	\$500.00
20000 Mbps CIR - Non Critical HIGH - Basic Only R613X	2	\$1,161.43
5000 Mbps CIR - Non Critical HIGH - Basic Only R61HX	11	\$260.00

A-2. Minimum Quantity New Commitment

Required Installation Date	Monthly Shortfall Charge
Within three (3) months after the Effective Date, excluding AT&T delay	50% of MRC (partial months prorated) for each "Quantity New" Service Component not installed by Required Installation Date until installed or, if not installed, until the end of the Pricing Schedule Term

A-3. Initial Sites and Service Configuration

Jurisdiction: By selecting AT&T Switched Ethernet Service provided as interstate access service, Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes more than ten percent (10%) of the total traffic on any Service. Internet and International traffic are always considered interstate. The nature of the traffic, not merely the physical endpoints of the facility, determines whether the Port is Interstate or Intrastate.

Table 1 - Complete a line for each Customer Port Connection.

Port ID #	Street Address	City	State	Zip Code	Jurisdiction	Geographic Location
1	1145 Morrissey Blvd	Santa Cruz	CA	95065	Intrastate	Within 21 State ILEC Footprint
2	133 Mission St	Santa Cruz	CA	95060	Intrastate	Within 21 State ILEC Footprint
3	401 Old San Jose Rd	Soquel	CA	95073	Intrastate	Within 21 State ILEC Footprint
4	1231 Bay St	Santa Cruz	CA	95065	Intrastate	Within 21 State ILEC Footprint
5	1000 High St	Santa Cruz	CA	95060	Intrastate	Within 21 State ILEC Footprint
6	315 Poplar Ave	Santa Cruz	CA	95062	Intrastate	Within 21 State ILEC Footprint
7	425 King St	Santa Cruz	CA	95060	Intrastate	Within 21 State ILEC Footprint
8	300 La Fonda Ave	Santa Cruz	CA	95062	Intrastate	Within 21 State ILEC Footprint
9	313 Swift Street	Santa Cruz	CA	95060	Intrastate	Within 21 State ILEC Footprint
10	415 Walnut Ave	Santa Cruz	CA	95060	Intrastate	Within 21 State ILEC Footprint
11	401 Old San Jose Rd	Soquel	CA	95073	Intrastate	Within 21 State ILEC Footprint
12	840 N Branciforte Ave	Santa Cruz	CA	95062	Intrastate	Within 21 State ILEC Footprint
13	120 Seabright Ave	Santa Cruz	CA	95062	Intrastate	Within 21 State ILEC Footprint

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Table 2 – Service Components and Features associated with Customer Port Connections identified above within the 21-State ILEC Footprint. This Pricing Schedule shall constitute Customer’s order for Service at the locations listed below.

Port ID #	Customer Port Connection Speed	CIR Speed for Ports 1 Gbps & Below	CIR Speed for Ports 10 Gbps & Above	Class of Service	Add'l MAC Addresses	Enhanced Multicast
1	10 Gbps Basic	N/A	5000 Mbps	Non-Critical High	No	No
2	100 Gbps Basic	N/A	20 Gbps	Non-Critical High	No	No
3	100 Gbps Basic	N/A	20 Gbps	Non-Critical High	No	No
4	10 Gbps Basic	N/A	5000 Mbps	Non-Critical High	No	No
5	10 Gbps Basic	N/A	5000 Mbps	Non-Critical High	No	No
6	10 Gbps Basic	N/A	5000 Mbps	Non-Critical High	No	No
7	10 Gbps Basic	N/A	5000 Mbps	Non-Critical High	No	No
8	10 Gbps Basic	N/A	5000 Mbps	Non-Critical High	No	No
9	10 Gbps Basic	N/A	5000 Mbps	Non-Critical High	No	No
10	10 Gbps Basic	N/A	5000 Mbps	Non-Critical High	No	No
11	10 Gbps Basic	N/A	5000 Mbps	Non-Critical High	No	No
12	10 Gbps Basic	N/A	5000 Mbps	Non-Critical High	No	No
13	10 Gbps Basic	N/A	5000 Mbps	Non-Critical High	No	No

Table 3 – Service Components and Features associated with Customer Port Connections identified above outside the 21-State ILEC Footprint. This Pricing Schedule shall constitute Customer’s order for Service at the locations listed below.

Port ID #	Access Type	Customer Port Connection Speed	Access Price Group	Access Mileage Group	Access Mileage	CIR Speed	Class of Service

End of Document



E-Rate Rider

ATTACHMENT TO AT&T Switched Ethernet Network on Demand (NOD) ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING

This Attachment ("Attachment") is entered into by **AT&T Corp** [Insert name of AT&T affiliate] (AT&T) and Santa Cruz City School District (Customer) and is effective as of the date last signed below (Effective Date). It is an attachment to the Agreement and has the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer intends to seek funding through the E-rate program for Services purchased under the Agreement. E-rate is administered by the Universal Service Fund Administrative Company (USAC). The Federal Communications Commission (FCC) has promulgated regulations that govern the participation in the E-rate program. The Parties agree:

1. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-rate funding is solely determined by USAC and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
2. Service Substitutions. USAC funding commitments are based upon the products, services and locations set forth in the Form 471. Any modification to the products and services or the locations at which they are to be installed or provided requires Customer to file a service substitution with USAC. AT&T may suspend Service substitution activities pending approval of service substitution requests.
3. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-rate-related materials (including all attachments): (i) Form 471 and Bulk Upload template(s); (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer will clearly delineate between eligible and non-eligible Services on those orders.
4. Indemnities. Each party agrees it has and will comply with all laws and requirements applicable to the E-rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each party agrees to indemnify and hold harmless the other party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party, FCC or USAC claims and related loss, liability, damage, and expense (including reasonable attorney's fees) arising out of the indemnifying party's violation of the E-rate rules or breach of the terms of this Attachment.
5. Non-Appropriations. By executing the Agreement, Customer confirms that it has funds appropriated and available to pay all amounts due for E-rate supported Services through the end of its current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith a revised agreement with AT&T to develop revised services and terms to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement term. This section 5 applies to Customer funding appropriations, and does not allow for termination if E-rate funding is denied or delayed.

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6. Customer Must Choose A or B

A.) [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF E-RATE FUNDING HAS NOT BEEN APPROVED BY USAC. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR DELAYED.

(i). Scope: *Customer desires that Services commence on or about July 1 unless a different date is inserted here*. AT&T will make reasonable efforts to meet the requested date, but AT&T does not commit to commence Service by the requested date. The term of the Services begins on the Start Date of Minimum Payment Period as provided in the applicable Pricing Schedule, or if there is no Pricing Schedule then as may be stated in the applicable Order document.

(ii). Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

B.) [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES OR EQUIPMENT IS DENIED, THE AGREEMENT WILL TERMINATE AS TO THOSE SERVICES OR EQUIPMENT UNLESS A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

(i). Scope: Customer agrees to use best efforts to obtain funding from USAC. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections, a verification of Form 486 approval by USAC. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. The Services term begins on installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii). Funding Denial Agreement Termination: if a funding request is denied by USAC, the Agreement, with respect to such Service(s) and/or equipment, will terminate sixty (60) days from the date of the FCDL in which E-rate funding is denied or on the 30th day following rejection of the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC after commencement of Service.

(iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM USAC, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE.

7. AT&T Owned Equipment - General Terms and Conditions

If the Services require placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises") Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the installation of the underlying Service. Neither the Agreement nor this Attachment includes an option to purchase the Equipment. Customer will not use the Equipment for any purpose other than receipt of the eligible Service of which it is a part.

A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain the Equipment and any additional, supplemental or replacement equipment as AT&T may choose.
- Confirms this license includes a right of access to and within the Premises for purposes of installing, operating, maintaining, repairing and replacing the Equipment. All Equipment brought onto the premises by AT&T is the personal property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer has no

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right to, interest in, or exclusive use of that Equipment.

- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.
- Agrees to notify AT&T of any issues related to the Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Equipment.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of the Equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of the Equipment from the premises at any time after the termination of the Service.

Additionally, E-rate program rules and eligibility requirements apply, and these requirements may change from time to time.

8. Terms of Equipment Usage

Please note that there are some important Customer obligations to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

A. **PATH** - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

B. **SPACE** – Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment at the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit. Any Demarcation Point location which is further than the closest practicable point to the MPOE in the building will require custom work which may not be eligible for E-rate Category 1 funding, and must be paid for by the Customer.

C. **ENVIRONMENTAL** – Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

D. **POWER - GROUND** - Customer will provide:

- Permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal -48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.
- Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.
- Any other site-specific customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

9. Customer Premise Support Structure ("CPSS") - General Terms and Conditions

If the Services require placing conduit and/or other conduit pathway support structures (Facilities) on the Customer's Premises. Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate the Facilities and any replacement Facilities as AT&T may choose.
- Confirms such license includes a right of access to and within the Premises for purposes of installing, repairing and

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replacing the Facilities. All Facilities brought onto the Premises by AT&T, once installed and functional, become Customer property.

- Confirms that once the Facilities are installed, the Customer is responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Facilities.

Additional Terms Applicable to Customers using CALNET Agreements and with the following CALNET services:

- **CALNET 3 Extension Agreements:** IFB STPD 12-001-A, C3-A-12-10-TS-01 – Amendment 13 and IFB STPD 12-001-B, C3-B-12-10-TS-01 Amendment 12 are anticipated to expire on 12/31/21. Notwithstanding anything to the contrary, upon the expiration of these Agreements, the Customer will take such reasonable steps as may be necessary to continue to procure the same or substantially similar services hereunder pursuant to the State of California – Statewide Technology Procurement - AT&T - IFB C4DNCS19 (“CALNET NEXTGen Contract”), to the extent such service(s) is/are available. Upon such migration of service, the term "Agreement" as used herein shall refer to the CALNET NEXTGen Contract.
- **Metropolitan Area Network (MAN) Ethernet (3.0):** In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of \$9200 for each site at which AT&T installs CPSS.
- **Managed Internet Services (5.0):** If Customer cancels Service at an eligible Customer site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred through the date of cancellation associated with providing EFC, regardless of whether the construction has been completed.

10. USAC Invoicing Method

AT&T will follow invoicing requirements and accommodates either the Service Provider Invoice Form (SPI) - Form 474 – or the Billed Entity Application Reimbursement (“BEAR”) - Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC Forms needed to support requests for payment for Services rendered.

- a. SPI – Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer agrees NO LATER THAN 120 days prior to their Last Date to Invoice to notify AT&T of its SPI election, and to provide and certify to AT&T an accurate list of the applicable Billing Accounts Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer agrees that invoices are due and payable in full by their stated due date unless these requirements have been met and SPI discounts commence. Where these requirements are not met, Customer agrees to utilize the BEAR disbursement method to request their E-rate funding. See: <http://usac.org/sl/applicants/step06/default.aspx>.
- b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

11. Reimbursement of USAC

Customer agrees to promptly submit any AT&T or USAC forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC (i) seeks recovery from AT&T for disbursed E-rate funds as a result of Customer's failure to comply with the E-rate rules, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a “Notice of Improperly Disbursed Funds” or other request for recovery of funds (other than as the result of AT&T's failure to comply with the E-rate rules), then AT&T will reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer will (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC, each within ninety (90) days of notice from USAC. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in which charges may be invoiced.

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12. Contract Requirements.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

IF THIS BOX IS CHECKED, THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By: eSigned - Lana Tolbert
Name:	Name:
Title:	Title: Contractor Contract Specialist, as signer for AT&T
Date:	Date: 21 Mar 2024

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Sales Contact Information
HICKS; ANGIE
714-679-8527
ar1486@att.com

eSign Fax Cover Sheet Contract Id: 6940405

To: AT&T Automated Fax Handling Service

From:

Fax: 877-374-4632 or 877-eSignFax

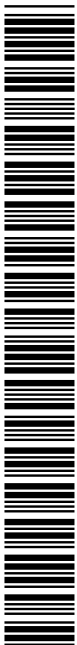
Total Pages: 8
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
 - I. eSign Fax Cover Sheet for Contract Id: 6940405
 - II. All Pages stamped with Contract Id: 6940405
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 3046255
Contract Id: 6940405



MASTER AGREEMENT

Customer	AT&T
SANTA CRUZ CITY SD Street Address: 133 MISSION ST STE 100 City: SANTA CRUZ State/Province : CA Zip Code: 950603747 Country: United States	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Curtis Gomez Title: Street Address: 401 OLD SAN JOSE RD City: SOQUEL State/Province: CA Zip Code: 95073 Country: United States Telephone: (831) 334-5402 Fax: Email: cgomez@sccs.net	Street Address: 1452 EDINGER AVE City: TUSTIN State/Province: CA Zip Code: 92780 Country: United States <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T

...

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By: eSigned - Lana Tolbert
Name:	Name:
Title:	Title: Contractor Contract Specialist, as signer for AT&T
Date:	Date: 21 Mar 2024

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MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

MASTER AGREEMENT

3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

MASTER AGREEMENT**4.8 Adjustments to MARC.**

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS**6.1 Limitation of Liability.**

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
- (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

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- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 Purchased Equipment and Vendor Software Warranty. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 Application and Survival. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 AT&T's Obligations. AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 Customer's Obligations. Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 Infringing Services. Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 Notice and Cooperation. The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8. SUSPENSION AND TERMINATION

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8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Effect of Termination.**

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 **Termination Charges.**

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period

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or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 Assignment and Subcontracting.

(a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.

(b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

(c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

MASTER AGREEMENT

10.13 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

“**Affiliate**” of a party means any entity that controls, is controlled by or is under common control with such party.

“**API**” means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

“**AT&T Software**” means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

“**Customer Personal Data**” means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

“**Cutover**” means the date Customer’s obligation to pay for Services begins.

“**Effective Date**” of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

“**MARC-Eligible Charges**” means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer’s purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

“**Minimum Payment Period**” means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

“**Minimum Retention Period**” means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

“**Purchased Equipment**” means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

“**Service Component**” means an individual component of a Service provided under this Agreement.

“**Service Publications**” means Tariffs, Guidebooks, Service Guides and the AUP.

“**Site**” means a physical location, including Customer’s collocation space on AT&T’s or its Affiliate’s or subcontractor’s property, where AT&T installs or provides a Service.

“**Software**” means AT&T Software and Vendor Software.

“**Third-Party Service**” means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

“**Vendor Software**” means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.



E-Rate Rider

ATTACHMENT TO AT&T Switched Ethernet Network on Demand (NOD) ("Agreement") FOR SERVICES AND/OR PRODUCTS SUBJECT TO E-rate FUNDING

This Attachment ("Attachment") is entered into by **AT&T Corp** [Insert name of AT&T affiliate] (AT&T) and Santa Cruz City School District (Customer) and is effective as of the date last signed below (Effective Date). It is an attachment to the Agreement and has the same term as the Agreement. If there are any inconsistencies between the Agreement and this Attachment with respect to the Service for which E-rate funding is sought, the terms and conditions of this Attachment control.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

Customer intends to seek funding through the E-rate program for Services purchased under the Agreement. E-rate is administered by the Universal Service Fund Administrative Company (USAC). The Federal Communications Commission (FCC) has promulgated regulations that govern the participation in the E-rate program. The Parties agree:

1. Eligibility of Products and Services. The eligibility or ineligibility of products or services for E-rate funding is solely determined by USAC and/or the FCC. AT&T makes no representations or warranties regarding such eligibility.
2. Service Substitutions. USAC funding commitments are based upon the products, services and locations set forth in the Form 471. Any modification to the products and services or the locations at which they are to be installed or provided requires Customer to file a service substitution with USAC. AT&T may suspend Service substitution activities pending approval of service substitution requests.
3. Requested Information. If requested, Customer will promptly provide AT&T with final copies of the following E-rate-related materials (including all attachments): (i) Form 471 and Bulk Upload template(s); (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer will clearly delineate between eligible and non-eligible Services on those orders.
4. Indemnities. Each party agrees it has and will comply with all laws and requirements applicable to the E-rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each party agrees to indemnify and hold harmless the other party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party, FCC or USAC claims and related loss, liability, damage, and expense (including reasonable attorney's fees) arising out of the indemnifying party's violation of the E-rate rules or breach of the terms of this Attachment.
5. Non-Appropriations. By executing the Agreement, Customer confirms that it has funds appropriated and available to pay all amounts due for E-rate supported Services through the end of its current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations for the Services provided under this Attachment, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith a revised agreement with AT&T to develop revised services and terms to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement term. This section 5 applies to Customer funding appropriations, and does not allow for termination if E-rate funding is denied or delayed.

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.



E-Rate Rider

6. Customer Must Choose A or B

A.) [OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CUSTOMER DIRECTS AT&T TO COMMENCE OR CONTINUE SERVICES EVEN IF E-RATE FUNDING HAS NOT BEEN APPROVED BY USAC. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR DELAYED.

(i). Scope: **Customer desires that Services commence on or about July 1 unless a different date is inserted here**. AT&T will make reasonable efforts to meet the requested date, but AT&T does not commit to commence Service by the requested date. The term of the Services begins on the Start Date of Minimum Payment Period as provided in the applicable Pricing Schedule, or if there is no Pricing Schedule then as may be stated in the applicable Order document.

(ii). Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS MADE THE BASIS OF THIS ATTACHMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

B.) [OPTION "B" IS APPROPRIATE FOR NEW SERVICES]

SERVICES WILL NOT COMMENCE AND EQUIPMENT WILL NOT SHIP UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES OR EQUIPMENT IS DENIED, THE AGREEMENT WILL TERMINATE AS TO THOSE SERVICES OR EQUIPMENT UNLESS A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

(i). Scope: Customer agrees to use best efforts to obtain funding from USAC. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer notification to proceed with the order, and verification of funding approval, and, for Internal Connections, a verification of Form 486 approval by USAC. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation. The Services term begins on installation and delivery of those services, and will continue for the term stated in the Agreement.

(ii). Funding Denial Agreement Termination: if a funding request is denied by USAC, the Agreement, with respect to such Service(s) and/or equipment, will terminate sixty (60) days from the date of the FCDL in which E-rate funding is denied or on the 30th day following rejection of the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC after commencement of Service.

(iii). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES AT&T TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM USAC, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) ATTACHMENT, AND AGREE TO THE TERMS SET FORTH IN "A" ABOVE.

7. AT&T Owned Equipment - General Terms and Conditions

If the Services require placing Equipment (e.g. routers, switches) on the Customer's premises (the "Premises") Customer does not wish to provide this Equipment itself, but instead requests the placement of the Equipment as part of the installation of the underlying Service. Neither the Agreement nor this Attachment includes an option to purchase the Equipment. Customer will not use the Equipment for any purpose other than receipt of the eligible Service of which it is a part.

A. Accordingly, Customer hereby:

- Grants AT&T a license to install, operate, and maintain the Equipment and any additional, supplemental or replacement equipment as AT&T may choose.
- Confirms this license includes a right of access to and within the Premises for purposes of installing, operating, maintaining, repairing and replacing the Equipment. All Equipment brought onto the premises by AT&T is the personal

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.



E-Rate Rider

property of AT&T (regardless of whether such Equipment is attached or affixed to the Premises) and Customer has no right to, interest in, or exclusive use of that Equipment.

- Agrees to provide adequate space and electric power for the Equipment and keep the Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage to the Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.
- Agrees to notify AT&T of any issues related to the Equipment, including the need for maintenance or repair, and assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Equipment.
- Agrees to indemnify and hold AT&T harmless from any and all liability that may arise out of the presence and placement of the Equipment, except for AT&T's gross negligence.
- Grants AT&T the right, but not the obligation, to remove all or any part of the Equipment from the premises at any time after the termination of the Service.

Additionally, E-rate program rules and eligibility requirements apply, and these requirements may change from time to time.

8. Terms of Equipment Usage

Please note that there are some important Customer obligations to facilitate timely Equipment installation and service delivery. Accordingly, Customer agrees to provide the following:

A. **PATH** - The Customer is responsible for providing or causing the property owner to provide a path from the property line into the building. A clear underground or aerial path is required from the property line where AT&T ILEC facilities exist, to the equipment room designated to support the entrance fiber.

B. **SPACE** – Customer is responsible for providing appropriate floor space and a properly installed equipment rack of suitable strength and quality to properly support the intended Equipment at the Minimum Point of Entry (MPOE)/ Demarcation Point in compliance with FCC and AT&T service requirements.

The appropriate space and location will be mutually agreed following an AT&T site visit. Any Demarcation Point location which is further than the closest practicable point to the MPOE in the building will require custom work which may not be eligible for E-rate Category 1 funding, and must be paid for by the Customer.

C. **ENVIRONMENTAL** – Operating environment should be between +40° F and 100° F at 0% to 85% relative humidity (RH-Non-Condensing).

D. **POWER - GROUND** - Customer will provide:

- Permanent, dedicated, 3-prong grounded power for the Equipment being installed. Power requirements can consist of nominal –48VDC, +24/-24 VDC, 110V, 125V, 220V, etc. located within 3 feet of the AT&T Equipment. AT&T may require more than one power outlet for some Equipment types, and there are specific amperage requirements for different Equipment types.
- Relay racks/cabinets must be properly grounded by placing an exposed #6 or larger grounding wire to the building's ground source. This ground wire will be attached to the closest ground rod (earth ground) or building bus bar available and run to the Network Terminating Equipment location in the room.
- Any other site-specific customer obligations will also be provided by AT&T personnel via e-mail upon finalization of this Attachment.

9. Customer Premise Support Structure ("CPSS") - General Terms and Conditions

If the Services require placing conduit and/or other conduit pathway support structures (Facilities) on the Customer's Premises. Customer does not wish to provide these Facilities itself, but instead requests the placement of the Facilities as part of the construction and installation work of the underlying Service.

Accordingly, Customer hereby:

- Grants AT&T a license to install and operate the Facilities and any replacement Facilities as AT&T may choose.
- Confirms such license includes a right of access to and within the Premises for purposes of installing, repairing and

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This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.



E-Rate Rider

replacing the Facilities. All Facilities brought onto the Premises by AT&T, once installed and functional, become Customer property.

- Confirms that once the Facilities are installed, the Customer is responsible for the cost of any installation, maintenance, repair or replacement of the Facilities.
- Assumes responsibility for notifying any other contractors or persons with a need to know of the presence and location of the Facilities.

Additional Terms Applicable to Customers using CALNET Agreements and with the following CALNET services:

- **CALNET 3 Extension Agreements:** IFB STPD 12-001-A, C3-A-12-10-TS-01 – Amendment 13 and IFB STPD 12-001-B, C3-B-12-10-TS-01 Amendment 12 are anticipated to expire on 12/31/21. Notwithstanding anything to the contrary, upon the expiration of these Agreements, the Customer will take such reasonable steps as may be necessary to continue to procure the same or substantially similar services hereunder pursuant to the State of California – Statewide Technology Procurement - AT&T - IFB C4DNCS19 (“CALNET NEXTGen Contract”), to the extent such service(s) is/are available. Upon such migration of service, the term "Agreement" as used herein shall refer to the CALNET NEXTGen Contract.
- **Metropolitan Area Network (MAN) Ethernet (3.0):** In the event of termination of service within 24 months from the Cutover Date of Service, Customer is liable for 100% of the cost of \$9200 for each site at which AT&T installs CPSS.
- **Managed Internet Services (5.0):** If Customer cancels Service at an eligible Customer site prior to the service activation date, AT&T is not obligated to complete work on Entrance Facility Construction (EFC), and Customer agrees to compensate AT&T for all of AT&T's costs incurred through the date of cancellation associated with providing EFC, regardless of whether the construction has been completed.

10. USAC Invoicing Method

AT&T will follow invoicing requirements and accommodates either the Service Provider Invoice Form (SPI) - Form 474 – or the Billed Entity Application Reimbursement (“BEAR”) - Form 472 invoice method. Customer agrees to promptly submit any AT&T or USAC Forms needed to support requests for payment for Services rendered.

- a. SPI – Customer must first receive an approved Funding Commitment Decision Letter and Form 486 Notification Letter. In addition, the Customer agrees NO LATER THAN 120 days prior to their Last Date to Invoice to notify AT&T of its SPI election, and to provide and certify to AT&T an accurate list of the applicable Billing Accounts Numbers for services per their Form 471 funding application for each Funding Request Number for which the SPI method is sought. Customer agrees that invoices are due and payable in full by their stated due date unless these requirements have been met and SPI discounts commence. Where these requirements are not met, Customer agrees to utilize the BEAR disbursement method to request their E-rate funding. See: <http://usac.org/sl/applicants/step06/default.aspx>.
- b. BEAR - Under current rules, Service Providers have no involvement in the BEAR invoice process.

11. Reimbursement of USAC

Customer agrees to promptly submit any AT&T or USAC forms needed to support Form 474 SPI requests for payment of discounted Services. If USAC (i) seeks recovery from AT&T for disbursed E-rate funds as a result of Customer's failure to comply with the E-rate rules, including Customer delays in submitting required forms or contracts; or (ii) determines that Services which it had previously been approved for discounts are not eligible resulting in a “Notice of Improperly Disbursed Funds” or other request for recovery of funds (other than as the result of AT&T's failure to comply with the E-rate rules), then AT&T will reverse any E-rate SPI discounts provided which were denied, any reimbursements demanded, and any funds returned, and Customer will (a) pay all unfunded, reimbursed, or returned amounts and (b) reimburse AT&T for any funds AT&T must return to USAC, each within ninety (90) days of notice from USAC. In addition, Customer agrees and acknowledges that a determination of ineligibility, reduction, or other non-funding by USAC does not affect the obligations set forth in the Agreement, including those obligations related to payments and early termination fees. This provision shall supersede any other provision with respect to limits on the time period in which charges may be invoiced.

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E-Rate Rider

12. Contract Requirements.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF A FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT STATE LAW REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

- IF THIS BOX IS CHECKED, THIS ATTACHMENT REPLACES THE ATTACHMENT BETWEEN THE PARTIES DATED <Date of Original Attachment>.

SO AGREED by the Parties' respective authorized signatories:

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

CONFIDENTIAL INFORMATION

This agreement is for use by the authorized employees of the parties hereto only and is not for general distribution within or outside the companies.

SANTA CRUZ CITY SCHOOLS

AGENDA ITEM: Senior Portrait Photography Contract

MEETING DATE: March 27, 2024

FROM: Jim Monreal, Assistant Superintendent of Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve award to Lifetouch for Senior Portraits and High School Services for fiscal year 24-25.

BACKGROUND:

The District issued the attached Request for Proposal (RFP) #2024-25-01BU for Senior Portraits and High School Photography Services, January 22, 2024. Sealed proposals were accepted until February 5, 2024.

The District received two (2) responsive bids to RFP#2024-25-01BU:

1. Van Zantes Photography
2. Lifetouch

The evaluation and recommendation to award contract is based on the maximum number of points awarded under the point categories:

1. Statement of Qualifications, experience related to scope of services outlined. (Maximum 10 points)
2. Customer service, location options, general flexibility (Maximum 20 points)
3. Variety and price of package offerings (Maximum 30 points)
4. Sample portfolio of options (Maximum 20 points)
5. Reference (Maximum 20 points)

The committee was comprised of SCCS Buyer/Lead Accountant, two secondary principals and a parent/employee.

FISCAL IMPACT:

None.

This work is in direct support of the following District goals and their corresponding metrics.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.

**AGREEMENT BETWEEN SANTA CRUZ CITY SCHOOLS AND
SHUTTERFLY LIFETOUCH, LLC FOR HIGH SCHOOL PHOTOGRAPHY
AND SENIOR PORTRAITS FOR THE 2024-25 SCHOOL YEAR**

SECTION 2: TERMS AND CONDITIONS

- 2.1 The winning bidder (referred to as “contractor” or “photographer” throughout this document) will be required, but not limited to provide student picture packages, senior portraits, student identification pictures (2 sets), student activity and school sports team pictures and school staff pictures. All dates for any and all services described in this RFP shall be coordinated and approved by the Principal or designee.
- 2.2 The contractor shall transfer the picture files to the District via an appropriately-secured cloud storage service such as Google Drive, One Drive, Dropbox, etc., providing location and login credentials with permission to download. The contractor is required to provide the school with a deluxe wall composite of the seniors (please specify size). Contractor will also provide one student identification card with color photo and barcode to each school. The contractor shall provide the above at no charge.
- 2.3 Prior to the sitting, price lists outlining any and all fees, policies, and procedures specifying costs and the conditions for related return(s) or credit(s) are to be furnished to each senior.
- 2.4 No pressure selling is to be used by any agent or representative of contractor. Students are under no obligation to purchase portraits from the senior photographer. If a student indicates at the time of the initial sitting that he/she is not going to purchase a package, the photographer will be required to take only two (2) proofs.
- 2.5 The photographer will photograph all students; freshmen, sophomores, and juniors individually, as directed by the Principal (and or designee) and furnish at no cost to the school, one glossy head and shoulder print and a link to a shared Google Drive. Contractor will work with the site to identify a select number of on-campus outdoor locations for Senior Portraits. All glossy prints or digital images, compatible with the yearbook publisher and Illuminate Education software and Illuminate Education software, are to be delivered to the school no later than two (2) weeks after the sitting. The packages are to be alphabetized and available no later than one month from the sitting. The photographer will also provide personnel to take all monies and will be responsible for settling all complaints.
- 2.6 A make-up day for retakes and absent students will be scheduled by the school in conjunction with the photographer.
- 2.7 The photographer is responsible for Commencement Day Photographs.

- 2.8 The photographer shall guarantee all photographs made as to workmanship and quality of materials used. In the event of dissatisfaction on the part of any student, the photographer is responsible for settling all complaints and providing such retakes as may be deemed necessary by the school at no cost.
- 2.9 Any staff member of photographer having direct contact with students at any time will be required to authorize fingerprint-based criminal background checks and be responsible for all fees incurred.
- 2.10 The photographer is to submit in writing any deviations to the RFP, or additions in services that the photographer will provide. Upon approval of the agreement, the deviations and/or additional services will become part of this agreement.
- 2.11 The photographer shall submit with RFP an itemized estimate of the value of the products and services to be provided as described in this RFP.
- 2.12 The School District requires evidence of insurance covering the successful vendor in the following limitations:

During the term of the agreement, Shutterfly Lifetouch agrees to maintain, at our expense, insurance coverage of the types and limits reflected on the attached certification of insurance in full force and effect with a company that has an A.M. Best rating of not less than A-, VII. Commercial general liability insurance shall include Santa Cruz City Schools as additional insured and require thirty (30) days' notice of cancellation. Further, our insurance will be primary and any insurance maintained by you shall be excess and non-contributory. We agree to waive and shall require our insurer to waive its right of subrogation in your favor solely with respect to workers' compensation insurance.

- 2.13 The District reserves the right to cancel the agreement without cause and subject to a thirty (30) day written notice.

The term of this agreement is for one (1) year with the option to renew annually up to (4) additional years if agreed upon by both parties.

For Santa Cruz City Schools

For Shutterfly Lifetouch, LLC

 Jim Monreal
 Assistant Superintendent, Business Services

DocuSigned by:


 David Potente
 Vice President, Host

 Date

2/21/2024

 Date

SANTA CRUZ CITY SCHOOLS

**Business Services
133 Mission St., Ste. 100
Santa Cruz, CA
Phone (831)429-3410 Ext 237**

**REQUEST FOR PROPOSAL # 2024-25-01BU
SENIOR PORTRAITS AND HIGH SCHOOL
PHOTOGRAPHER**

Released: January 22, 2024

PROPOSAL DUE DATE

**District shall take delivery of proposals until 2:00 pm
Monday, February 5, 2024**

DELIVERY REQUIREMENTS

**Deliver one original and five (5) copies of the proposal along with one (1) set of
photographs to:**

**Paula Morin, Buyer, Business Services
Santa Cruz City Schools
133 Mission St., Ste. 100
Santa Cruz, CA 95060
Phone (831)429-3410 Ext 48237**

POTENTIAL FINALIST INTERVIEWS

**Finalists may be contacted for interviews. If necessary, interviews will be scheduled for
Monday, February 12, 2024**

AWARD OF CONTRACT

Selected Photographer shall be notified no later than February 16, 2024

**SANTA CRUZ CITY SCHOOLS
REQUEST FOR PROPOSAL**

RFP Table of Contents:

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SECTION 2: Terms and Conditions2

SECTION 3: Information to be Provided in Proposal.....4

SECTION 4: Evaluation Criteria5

SECTION 5: Tentative RFP Schedule.....6

SANTA CRUZ SCHOOLS

SECTION 1:

REQUEST FOR PROPOSAL

The Santa Cruz City School District Governing Board is soliciting sealed proposals from qualified firms and/or individuals for Senior Portraits and High School Photography Services.

Contractors are invited to submit proposals to provide student and school photography services with the following terms, conditions and requirements as listed in this RFP.

Proposals are required to be prepared and submitted at the contractor's expense no later than 2:00 pm, February 5, 2024 to the following address:

**Paula Morin, Buyer, Business Services
Santa Cruz City Schools
133 Mission St., Ste. 100
Santa Cruz, CA
Phone (831)429-3410 Ext 48237**

- 1.1 Clarifying questions or confirmation of proposal receipt should be directed to Paula Morin in writing via email at pmorin@sccs.net.
- 1.2 The contract is one year with an option to renew for up to four (4) additional one (1) year period at the district's request (to be evaluated annually).
- 1.3 The Santa Cruz City Schools ("District") does not obligate itself to accept any proposals, reserves the right to waive any irregularities or informalities in proposals, to reject any or all proposals, to accept or reject any one or more items of a proposal.

SECTION 2:**TERMS AND CONDITIONS**

- 2.1 The winning bidder (referred to as “contractor” or “photographer” throughout this document) will be required, but not limited to provide student picture packages, senior portraits, student identification pictures (2 sets), student activity and school sports team pictures and school staff pictures. All dates for any and all services described in this RFP shall be coordinated and approved by the Principal or designee.
- 2.2 The contractor shall transfer the picture files to the District via an appropriately-secured cloud storage service such as Google Drive, One Drive, Dropbox, etc., providing location and login credentials with permission to download. The contractor is required to provide the school with a deluxe wall composite of the seniors (please specify size). Contractor will also provide one student identification card with color photo and barcode to each school. The contractor shall provide the above at no charge.
- 2.3 Prior to the sitting, price lists outlining any and all fees, policies, and procedures specifying costs and the conditions for related return(s) or credit(s) are to be furnished to each senior.
- 2.4 No pressure selling is to be used by any agent or representative of contractor. Students are under no obligation to purchase portraits from the senior photographer. If a student indicates at the time of the initial sitting that he/she is not going to purchase a package, the photographer will be required to take only two (2) proofs.
- 2.5 The photographer will photograph all students; freshmen, sophomores, and juniors individually, as directed by the Principal (and or designee) and furnish at no cost to the school, one glossy head and shoulder print and a link to a shared Google Drive. All glossy prints or digital images, compatible with the yearbook publisher and Illuminate Education software and Illuminate Education software, are to be delivered to the school no later than two (2) weeks after the sitting. The packages are to be alphabetized and available no later than one month from the sitting. The photographer will also provide personnel to take all monies and will be responsible for settling all complaints.
- 2.6 A make-up day for retakes and absent students will be scheduled by the school in conjunction with the photographer.
- 2.7 The photographer is responsible for Commencement Day Photographs.

- 2.8 The photographer shall unconditionally guarantee all photographs made as to workmanship and quality of materials used. In the event of dissatisfaction on the part of any student, the photographer is responsible for settling all complaints and providing such retakes as may be deemed necessary by the school at no cost.
- 2.9 Any staff member of photographer having direct contact with students at any time will be required to authorize fingerprint-based criminal background checks and be responsible for all fees incurred. Prior to rendering any services, Contractor will provide the results of background checks to the District.
- 2.10 The photographer is to submit in writing any deviations to the RFP, or additions in services that the photographer will provide. Upon approval of the agreement, the deviations and/or additional services will become part of this agreement.
- 2.11 The photographer shall submit with RFP an itemized estimate of the value of the products and services to be provided as described in this RFP.

- 2.12 The School District requires evidence of insurance covering the successful vendor in the following limitations:

Workman’s Compensation Limit	\$ 500,000.00
Comprehensive Auto & General Liability:	
Personal Injury	1,000,000.00
Property Damage	1,000,000.00
Comprehensive Auto & General Liability:	
Non-ownership per occurrence	\$1,000,000.00

The School District, its officers, employees, and agents must be named as an additional insured. Certificates of Insurance acceptable to the School District shall be filed with the School District prior to commencement of work, which shall include a 30-day notice of cancellation or reduction in limits. The insurance shall be as specified or as required by law, whichever coverage is greater.

- 2.13 The District reserves the right to cancel the agreement without cause and subject to a thirty-day written notice.

The term of this agreement is for one (1) year with the option to renew annually up to (4) additional years if agreed upon by both parties.

SECTION 3: INFORMATION TO BE PROVIDED IN PROPOSAL

Format and Number of Copies to Be Submitted: To be considered for selection, Contractor must submit a complete response to this RFP. A copy of the Request for Proposal with attachments is not required to be submitted with the RFP submission. One (1) original and five (5) copies of each proposal must be submitted. No other distribution of the proposal shall be made by the Contractor.

Contractors shall include as part of their proposal responses to the following information at a minimum:

- 3.1 Name, address, telephone number etc., of the firm or person submitting the proposal.
- 3.2 Proposal shall be signed by an authorized representative of the Contractor.
- 3.3 Statement of Qualifications, associations and educational professional resume of all persons that would provide services under any resulting contract.
- 3.4 Portfolio Samples – Picture samples of various package options with prices listed. A package offered under \$100 must be included as one of the many options for all classes.
- 3.5 Specify studio background options and/or outdoor locations provided for Senior Portraits.
- 3.6 References - All contractors shall include a list of a minimum of three (3) references, for similar services only, who could attest to the Proposer's knowledge, quality of work, timeliness, diligence, and flexibility. Include names, contact persons, and phone numbers of all references.

SECTION 4:**EVALUATION CRITERIA**

The District will evaluate responses to this RFP based principally on the following list of evaluation factors:

- 4.1 Statement of Qualifications, technical capabilities and experience relative to the scope of photography services outlined. (Maximum 10 Points)
- 4.2 Customer service, location options, and general flexibility (Maximum 20 Points)
- 4.3 Variety and price of package offerings (Maximum 30 points)
- 4.4 Sample Portfolio of options with pricing of final deliverable (Maximum 20 Points).
- 4.5 References (Maximum 20 Points)

District staff will evaluate the Statements of Qualifications and may conduct informal interviews with an undetermined number of qualified firms.

SECTION V:

TENTATIVE RFP SCHEDULE

RFP Advertised:

San Jose Mercury:

January 13 & 14, 2024

Santa Cruz Sentinel:

January 20 and 21, 2024

RFP Invitation Letter submitted to potential bidders:

January 12, 2024

Due Date for receipt of RFP:

February 5, 2024

Selected Proposal submitted for Board Approval:

February 28, 2024

Selection results notice to be provided to all responders:

February 29, 2024

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Edmundson & Associates Contract: Land Survey for Pacific Cultural Center

MEETING DATE: March 27, 2024

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve contract with Edmundson & Associates for a boundary and land survey.

BACKGROUND:

The District would like to engage Olin Edmundson of Edmundson & Associates for a land survey tied to the property purchase of 1307-1313 Seabright Avenue during the 90-day inspection window.

Documentation of the existing site conditions is very limited, and the existing building is close to the sidewalks on both frontages. M+H Architect have worked with Edmundson and recommend the group to facilitate the topographic relationship between the building and the surrounding site for accessibility reasons as well as validating the building's exact relationship to the property boundaries.

FISCAL IMPACT:

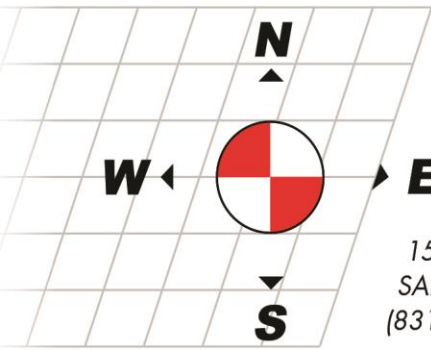
\$5,100.00 State Facilities Reimbursement Funding (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.



EDMUNDSON & ASSOCIATES

1512 SEABRIGHT AVENUE
SANTA CRUZ, CA 95062
(831) 425-1796 FAX (831) 425-1795

STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND CONSULTANT

AGREEMENT ENTERED INTO AT SANTA CRUZ, CALIFORNIA made this 21st day of March 2024, by and between **SANTA CRUZ CITY SCHOOLS c/o JIMMY MONREAL** herein after called "client", and **OLIN EDMUNDSON, LAND SURVEYOR** herein after called "consultant". Client intends to have site improvements designed on APN 010-092-09 (1313 Seabright Ave.), 010-092-10 (1307 Seabright Ave.) & APN 010-092-11. Client and consultant for mutual consideration hereinafter set forth, agree as follows:

A. Consultant agrees to perform the following services:

1. Preliminary boundary survey
2. Boundary calculations
3. Topographic Survey of all three parcels
4. Prepare Topographic Survey Map

Note: No official boundary monuments to be set in the course of this survey.

Note: In the event that major boundary problems are encountered in the course of this survey, additional work outside of this contract may be needed.

B. Client agrees to compensate consultant for such services as follows:

Total fixed fee cost of the job is **\$ 5,100.00**
 1/3 deposit required of **\$ 1,700.00**
 Payment schedule: Due upon completion
 Maps released with final payment
 An additional 3% charge will be added to payments made by credit card

C. Client agrees that in the event of a lawsuit the prevailing party is entitled to Attorney's fees

(_____) Client's Initials

D. Client and Consultant agree that a late payment charge of 1.5% per month will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.

(_____) Client's Initials

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

CONSULTANT:

BY _____
NAME OLIN EDMUNDSON

TITLE Land Surveyor
ADDRESS 1512 Seabright Avenue
Santa Cruz, Ca. 95062
Phone (831) 425-1796

CLIENT:

BY _____
NAME Santa Cruz City Schools c/o Jimmy Monreal

Title Owner
ADDRESS

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Guerra Construction Group Change Order #2 for Gault Elementary School New Building Site Work

MEETING DATE: March 27, 2024

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve Guerra Construction Group change order #2 for Gault Elementary School new building site work.

BACKGROUND:

This change order consists of concrete replacement work along Effey Street to repair sidewalks that have been damaged by tree growth. This is a requirement of the City of Santa Cruz as part of the new classroom building project at Gault Elementary School. The previously approved contract amount was \$2,011,282.52 and the new total contract, including this change order, will be \$2,066,027.52.

FISCAL IMPACT:

Change Order #2 \$54,745.00 (2.72% increase to the contract), Measure B Funds (Restricted)

This work is in direct support of the following District goals and their corresponding metrics:

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.

Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

Prepared by Trevor Miller, Director, Facility Services



984 MEMOREX DRIVE - SANTA CLARA, CA 95050
TEL. 408.279.2027 FAX 408.279.2044

LIC.#915544
GENERAL ENGINEERING
BUILDING PADS
MASS EXCAVATION
UNDERGROUND UTILITIES
ASPHALT PAVING
CONCRETE SITEWORK
DIR# 100000330 EX 6/30

PROPOSAL

PROPOSAL

PROPOSAL

SANTA CRUZ CITY SCHOOLS

3/20/2024

c/o [Ian Goldspink <iangoldspink@sccs.net>](mailto:iangoldspink@sccs.net)

Re: Gault ES Offsite Sidewalk - Santa Cruz, CA

Addenda N/A

Ian,

We are pleased to provide the following quote for the work at the above referenced site. This proposal is based on our site visit with the City of Santa Cruz. Scope of work is as follows:

\$ 54,745

- Provide dust control
- Provide traffic control and associated barricades
- Sawcut and demo curb and gutter partial and asphalt
- Sawcut and demo concrete sidewalk
- Sawcut and demo concrete ramp
- Remove trees roots causing upheavel of sidewalk
- Off haul excess spoils to legal dump
- Palce and compct baserock
- Form, place and finish concrete curb and gutter
- Form, place and finish concrete sidewalk max 2% cross slope
- Form, place and finish concrete ADA ramp with truncated domes
- Place and compact asphalt along new curb and gutter
- Re-set handicap post
- Re-paint concrete ADA curb blue

Complete clean up of our work

Estimator: Jaime S. Guerra

Qualifiers:

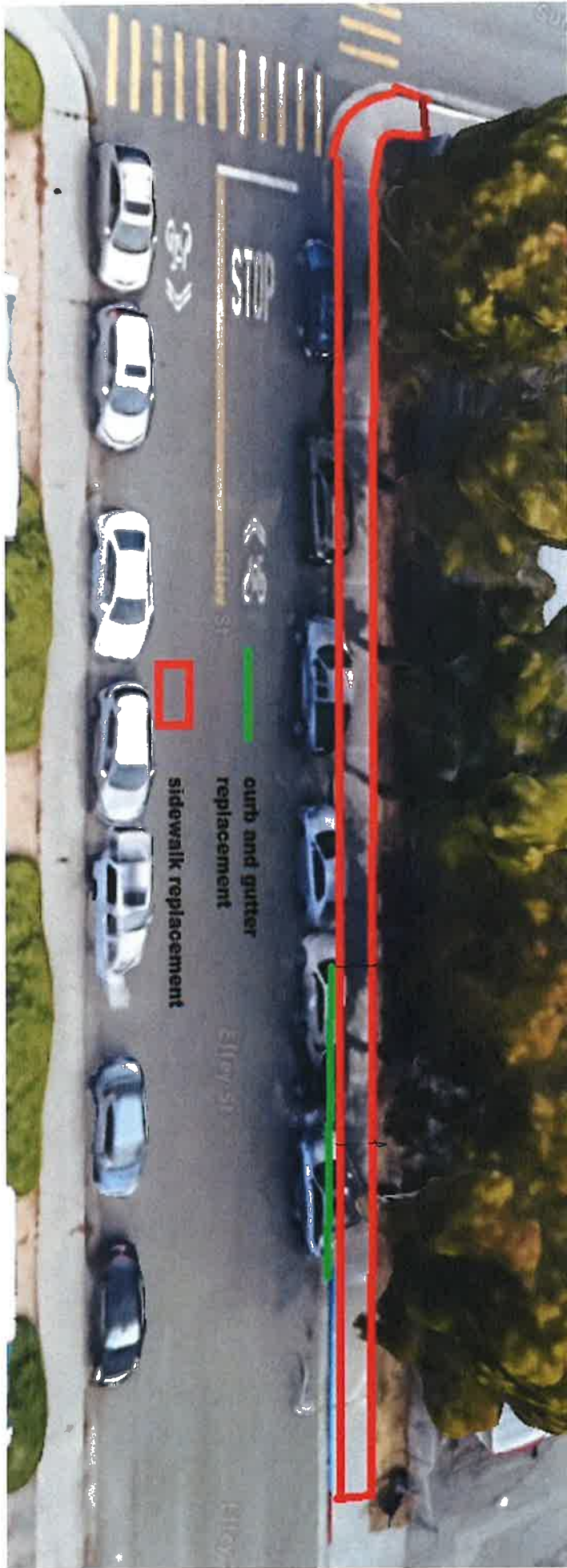
Construction shall match existing conditions and grades per plan, all bonding, permits and service fees by others, survey, plans, testing labs and soils lab reports by others, extra work not referenced on plan shall be based on time and materials or change order over optimum material shall not be processed, work to be performed during normal business hours. No shoring, underpin
Owner shall provide certification that site does not contain any hazardous substances included, but not limited to asbestos and hydro carbons. Soil testing not included. Excess move-ins/out for mobilization: \$2,500 in excess 4

Exclusions: Water meter and water payments for landscaping all else not specified.

ACCEPTANCE OF PROPOSAL: The above prices specifications, and conditions are satisfactory, and are hereby . accepted. You are authorized to do work as specified. Payment shall be made every 10th of the month approx.

Authorized Signature: _____

Date: _____



SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Study Session Multi-Tiered Systems of Support

MEETING DATE: March 27, 2024

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

BACKGROUND:

Multi-tiered system of support (MTSS) is a complex schooling structure that brings together educator knowledge of context, science, and systems, resulting in positive benefits for *all* students. It is an organizing framework that uses specific data sources to inform decisions coordinating diverse academic, behavioral, social, and emotional resources to meet the needs of each and every student in a dynamic and timely fashion.

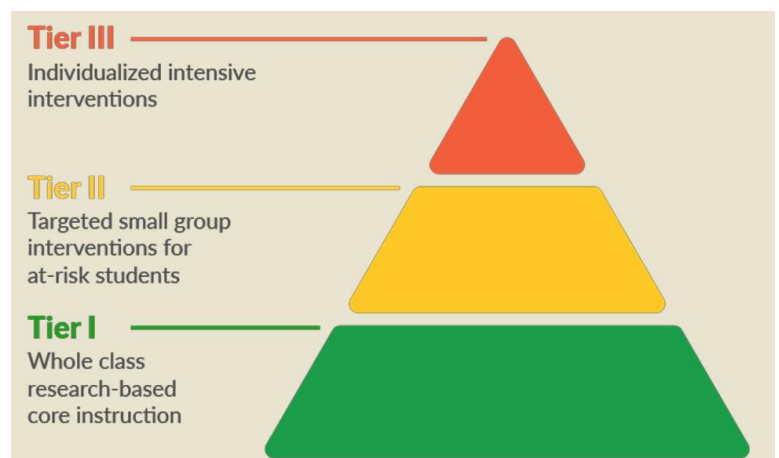
Santa Cruz City Schools utilizes the MTSS framework to create systems of support to meet the academic, behavioral and social emotional needs of students.

Academic Support

Response to Intervention (RTI) is part of the Multi-Tiered Systems of Support (MTSS) framework that focuses on providing a guaranteed curriculum for all students and tiered academic support when needed. There are three tiers in the Response to Intervention system. As a student progresses through the tiers, there is an increase in the focus, intensity, and specificity of the instruction that the student receives.

Tier 1 is whole class research-based instruction that all students receive in the classroom. High quality Tier 1 instruction is the most important part of the Response to Intervention system. Tier 1 should address the needs of 80-90% of students, which means 80% or more of students are meeting grade level standards.

Tier 2 is targeted, small group intervention for the 10-15% of students who need more support to master standards.



Tier 3 interventions, designed for students whose needs are not met in Tier 2, are generally individualized and intensive, and targeted to support significant learning gaps for 1-5% of students.

For RTI implementation to work well, the following essential components must be implemented with fidelity and in a rigorous manner:

- *High-quality, scientifically based classroom instruction.* All students receive high-quality, research-based instruction in the general education classroom.
- *Ongoing student assessment.* Universal screening and progress monitoring provide information about a student’s learning rate and level of achievement, both individually and in comparison, with the peer group. These data are then used when determining which students need closer monitoring or intervention. Throughout the RTI process, student progress is monitored frequently to examine student achievement and gauge the effectiveness of the curriculum. Decisions made regarding students’ instructional needs are based on multiple data points taken in context over time.
- *Tiered instruction.* A multi-tier approach is used to efficiently differentiate instruction for all students. The model incorporates increasing intensities of instruction offering specific, research-based interventions matched to student needs.

Behavioral / Social Emotional Support

In Multi-Tiered Systems of Support (MTSS), academics, behavioral support and social emotional learning intersect to support the “Whole Child.” This paradigm is driven by the understanding that if a students’ behavioral and social emotional needs are not responded to, learning will be negatively impacted. As such, the need for a strong, positive and safe school culture and climate is integral for the academic success of all students.

Like the Multi-Tiered Systems of Support Framework for academics, there are three tiers of services and support for behavior and social-emotional well-being. In addition, similar to RTI, universal screening tools and assessments are used to identify needs and differentiate services.

Universal Screeners and Assessments

Gauging students’ social emotional well being and attitudes is an important step in identifying needs and implementing social emotional health programs, as well as monitoring their impact. Santa Cruz City Schools’ employs universal screeners and assessments to inform programs and to monitor student needs.

During this study session, staff will present an overview of the district’s tiered MTSS programs at elementary and secondary. Our RtI Coordinators will provide an overview of the district’s tiered academic support.

As several extensive reports have been done this year on MTSS tiered programs for behavioral and social emotional support, staff will reference the previous reports and will provide a deeper focus on elements of our Tier 1 and 2 behavioral / social emotional programs.

FISCAL IMPACT:

Elementary Rtl Program	\$2,000,475.00 Rtl Coordinators, Math Rtl Coordinators, Paraeducators, Intervention Programs & Collaboration	LCFF Supplemental, Title I & ESSER III (Restricted)
Secondary Rtl Program	\$1,758,796.00 Rtl Coordinators, Paraeducators, Intervention Programs & Collaboration	LCFF Supplemental, Title I & ESSER III (Restricted)
Assessment Systems to Monitor Progress and Set Goals	\$102,000 iReady & Measures of Academic Progress (MAP)	LCFF Base (Restricted)
Social Emotional Support Staff	\$2,301,944 Health & Wellness Coordinator, Social Emotional Counselors (LMFTs), Social Workers & Interns & 1.875 FTE PBIS Behavior Techs	LCFF Supplemental, Title I, Medi-Cal Funds & ESSER III (Restricted)
Other Social Emotional Support Staff	\$494,272: 5.875 FTE Elementary PBIS Behavior Techs \$115,203: 1.0 FTE Elementary Social Worker	LCFF Base (Unrestricted)
Social Emotional Systems of Support Programs & Collaboration	\$11,213.00 PBIS, Second Step curriculum, Restorative Practices, community partnerships & collaboration	LCFF Supplemental (Restricted)
Total Expenditures	\$6,783,903	

This work is in direct support of the following District goals and their corresponding metrics:

Goal #1: All Santa Cruz City Schools students will be prepared to successfully access post-secondary college and career opportunities.

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.

Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

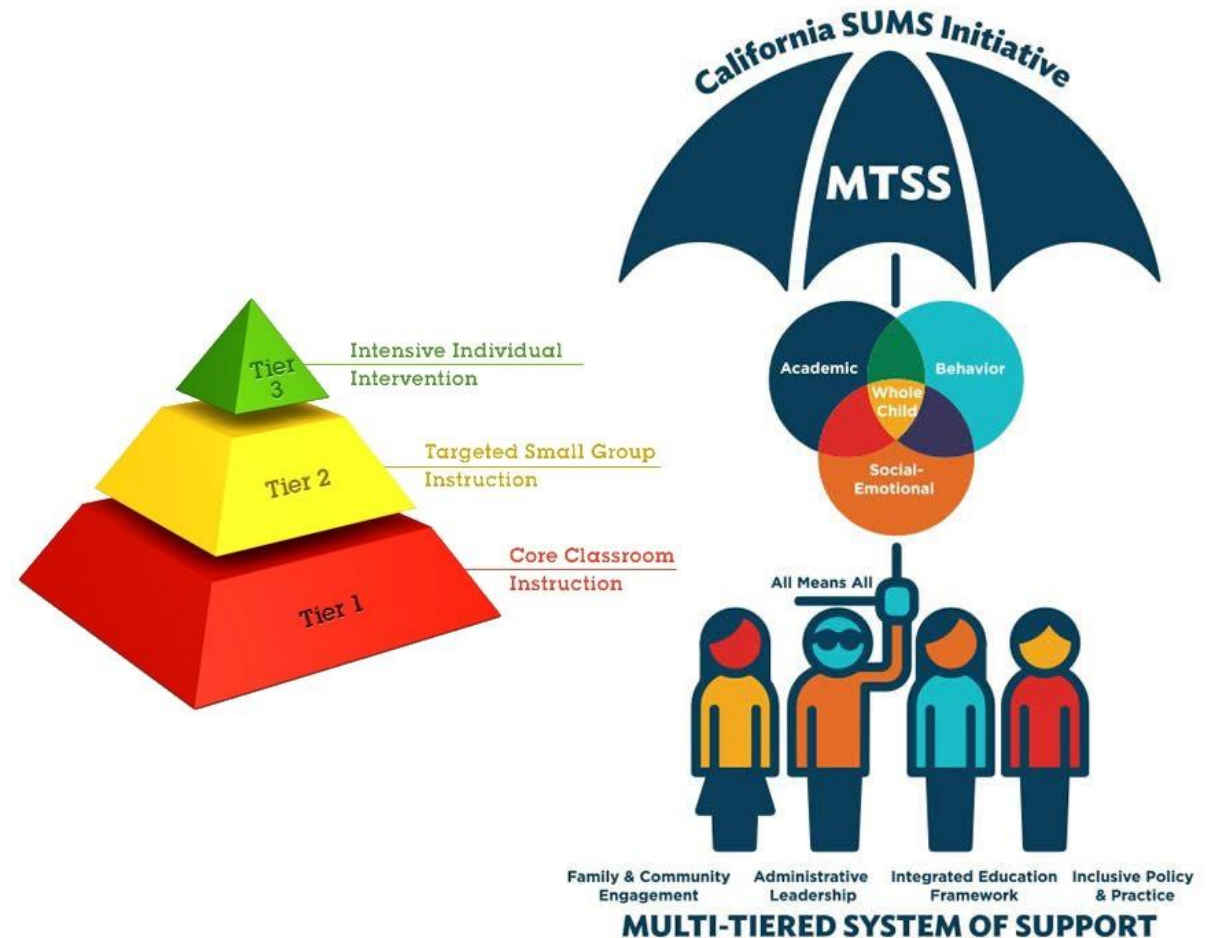
MTSS Board Study Session



March 27, 2024

Multi-Tiered System of Support District Vision

We use **data** and **evidence based practices** to design and implement **flexible, integrated**, comprehensive systems responsive to the **academic, behavioral, and social emotional** needs of our **diverse students**.



The Pyramid of Intervention

Tier III

Individualized intensive interventions

1- 5% of Students

Tier II

Targeted small group interventions for at-risk students

10-15% of Students

Tier I

Whole class research-based core instruction

80-90% of Students



Elementary Academics



Elementary Reading Tier 1

Meets the needs of 80-90% of students

- High quality reading instruction incorporating the most current research
- Phonemic Awareness and Phonics instruction
- Standards based curriculum - Benchmark Workshop, Heggerty Phonemic Awareness, Lexia Core 5/iStation (TWI)
- Classroom teacher working with targeted small group reading groups
- Curriculum support and planning with teachers as requested



Elementary Reading Tier 2

Additional support for 10-15% of students

- Ongoing student progress monitoring to inform instruction
- RTI teacher or paraeducator led small group literacy based on the needs of the students
- Ongoing professional development for paraeducators
- Monitoring student progress of online literacy programs, Lexia/iStation (TWI)
- Researched-based intervention curriculum: Benchmark Phonics Intervention, SIPPS, Estrellitas & Lunitas (TWI)



Elementary Reading Tier 2: Paraeducator led



Elementary Reading Tier 2: RtI led



Elementary Reading Tier 3

Additional support for 1-5%

- 1:1 reading and phonics instruction for students with the greatest academic needs.
- Specific additional curriculum to address identified needs



Additional ELD Support for Newcomers

- Survival English Language Skills support
- Social emotional support through small group interactions
- Cultural transition support (new country, new culture, new school, new routines etc.)
- Providing students with a point person to support them with social, emotional and academic needs
- Small group games and routines to reinforce language production and exposure
- Instructional materials provided in Spanish, as needed, from the TWI program



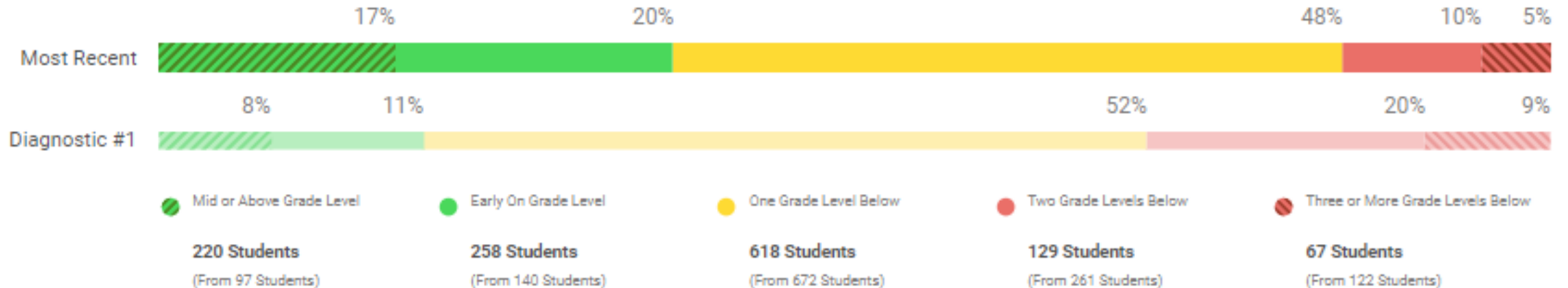
Creative ways to teach basic language



iReady Assessments

- Given three times per year 1st-5th grade & two times per year in secondary
- Online assessment
- Computer adaptive
- Overall and Domain Scores

- Places students in 5 levels
- Shows growth over time
- Compares Fall diagnostic to Winter diagnostic
- Top line is most recent test
- Want to see more green and less red



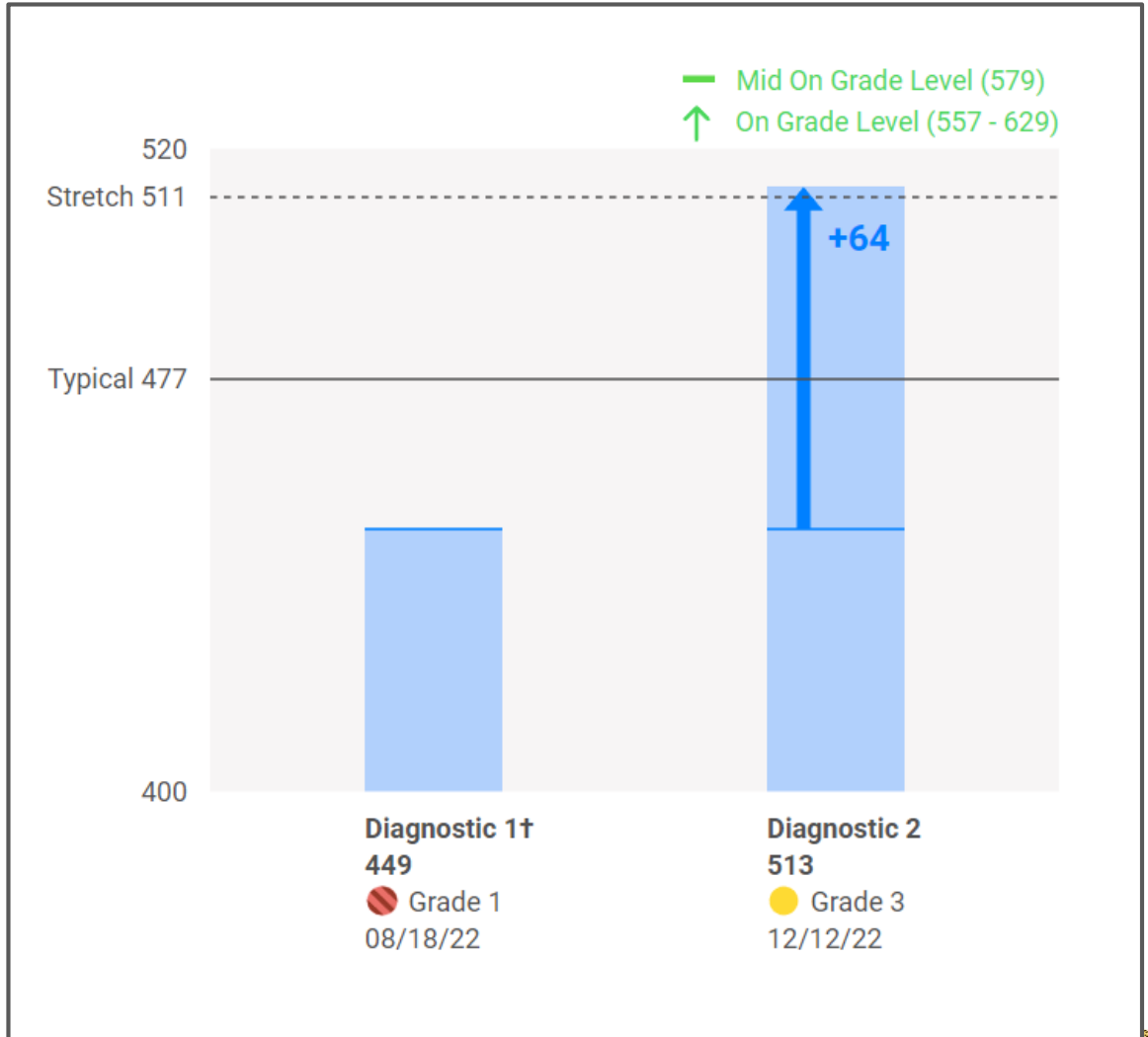
iReady Typical Growth vs. Stretch Growth

Typical Growth:

- One grade level each school year
- Students starting below grade level need to make more than typical growth

Stretch Growth:

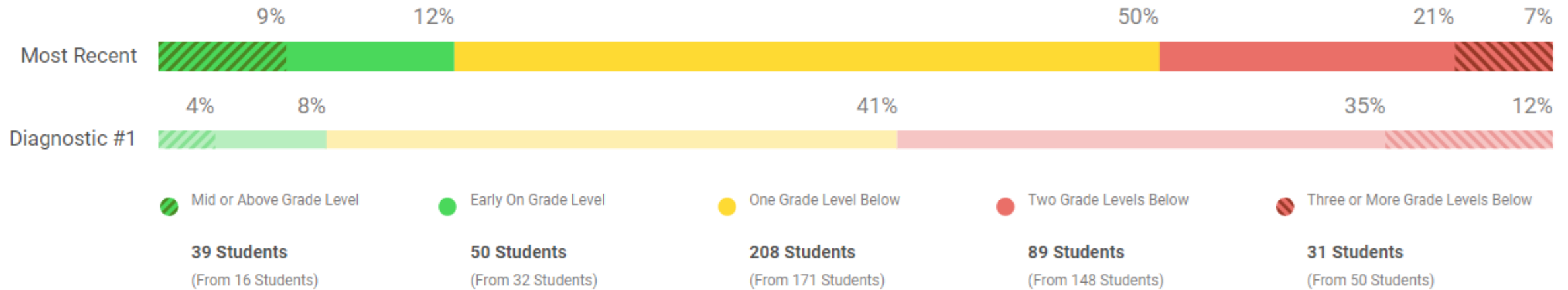
- Student grows more than one grade level in a year
- Helps students who are below grade level get “caught up”



4th grade student example



Elementary Reading Data - iReady- District-wide



- N= 417 students in intervention
- Decreased the number of students 2 or more grade levels below by 21%
- Growth was in four months of classroom instruction and intervention support



Elementary Reading Data - iReady- Student Groups

SED
n=214

Most Recent		6%	7%	47%	28%	13%
Diagnostic #1		1%	6%	33%	41%	19%

EL
n=126

Most Recent		2%	4%	40%	36%	18%
Diagnostic #1		0%	2%	20%	48%	29%

Hisp/Lat
n=241

Most Recent		4%	7%	47%	31%	12%
Diagnostic #1		1%	5%	30%	46%	18%

White
n=338

Most Recent		9%	14%	46%	23%	8%
Diagnostic #1		4%	8%	40%	35%	12%

Elementary Math: Tier 1

Should meet the needs of 80-90% of students

- High quality math instruction, bridging towards new math frameworks
- Standards-based curriculum with built in practice and assessment (Eureka Math)
- High impact strategies (math talks, math games, fact fluency progressions)
- Computer software to support instruction and practice (iReady MyPath - addresses individual learning needs)

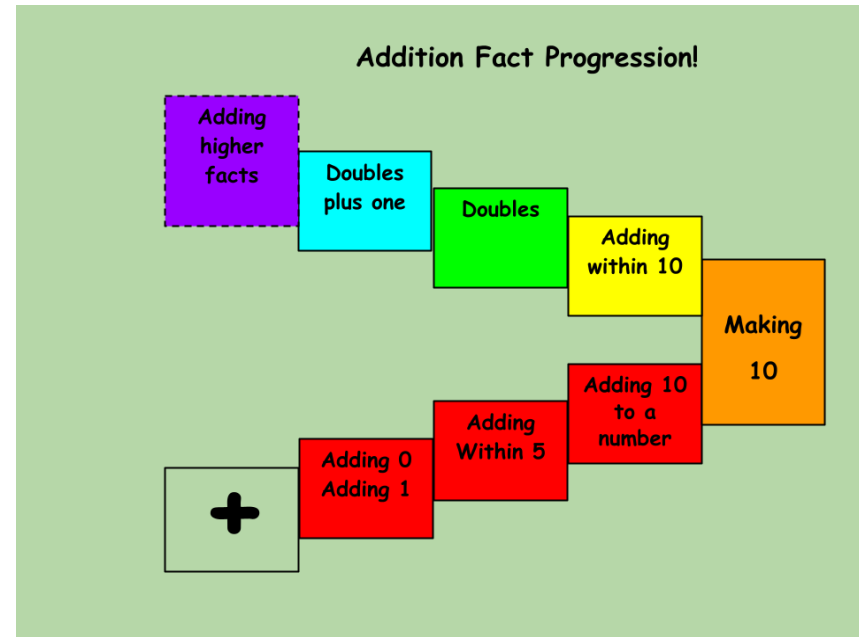


Elementary Math: Tier 2

Should support 10-15% of students

- Additional small group instruction, primarily push-in and some pull-out (Do The Math intervention curriculum and support with fact fluency progressions)
- Computer software to support instruction and practice (iReady MyPath - addresses individual learning needs)
- “Just-in-time support” in accessing core curriculum (using RAMP assessments and resources)

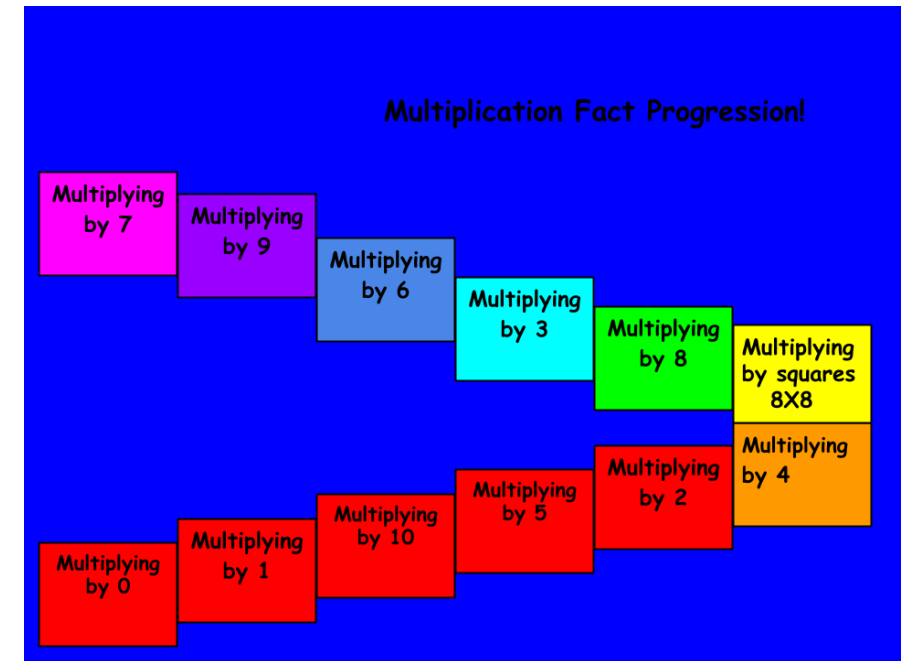




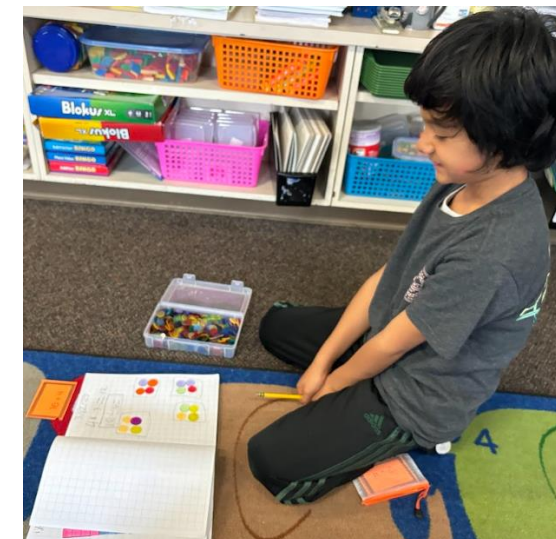
Tier 1-2:
Tiers not
Tears

Tracking Sheet for Tiers Not Tears
2nd starts from beginning
% starts with Math Running Record

Name	1st Floor				2nd Floor				3rd Floor				data over here										
	0	x10	D10	X5	D5	X2	D2/D4	X4	D4	X8q	D8q	X8		D8	X3	D3	X6	D6	X9	D9	X7	D7	
1 Abi																							
2 Adam																							
3 Alex J.	✓	→	✓	→	8/18	→	✓	→	✓	→	8/12	→	✓	→	✓	→	✓	→	✓	→	✓	→	
4 Angel																							
5 Ana	→	✓	→	✓	8/18	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	
6 Aubree																							
Demian	→	✓	→	✓	8/18	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	
Easton	✓	→	✓	→	8/18	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	
Efren	✓	→	✓	→	8/18	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	
Emily	8/12	✓																					
Huxley																							
Iris	→	✓	→	✓	8/18	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	
Isabel	✓	→	✓	→	8/18	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	
Jacob	→	✓	→	✓	8/18	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	
Jesús	✓	→	✓	→	8/18	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	
Jagvin																							
Jorro																							
Shipe 8/12	✓	→	✓	→	8/18	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	✓	→	
Ami	8/12	✓																					



Elementary Math: Tier 2



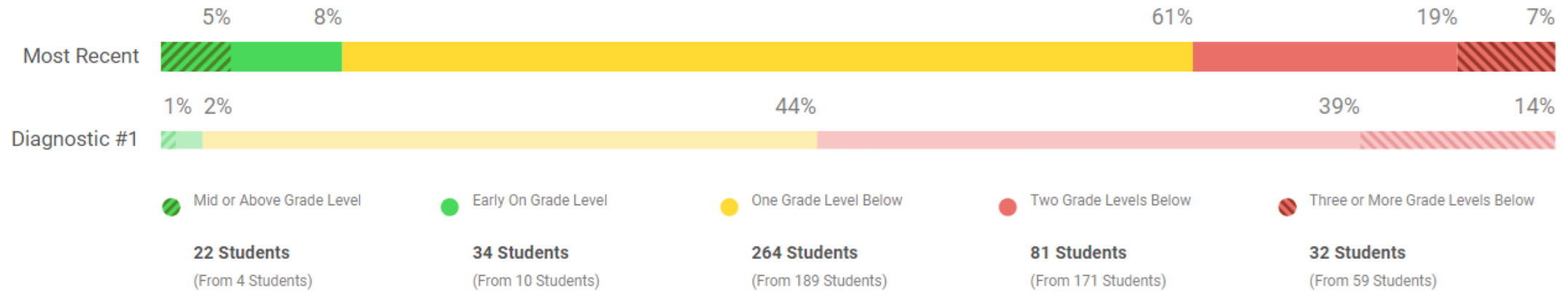
Elementary Math: Tier 3

Supports 1-5% of students

- One to one or small group math instruction in a pull-out model, for students whose needs cannot be addressed within the classroom and Tier 2 structures.
- Specialized math intervention curriculum (Do the Math)



Elementary Math Data - iReady- District-wide



- N= 433 students in intervention
- Decreased the number of intervention students 2 or more grade levels below by 37%
- Growth was in four months of classroom instruction and intervention support



Elementary Math Data - iReady- Student Groups

SED n=219	Most Recent		1%	4%	57%	27%	11%
	Diagnostic #1		0%	1%	35%	45%	19%
EL n=134	Most Recent		2%	1%	50%	32%	14%
	Diagnostic #1		0%	1%	28%	48%	23%
Hisp/Lat n=250	Most Recent		1%	3%	55%	30%	11%
	Diagnostic #1		0%	2%	31%	47%	21%
White n=351	Most Recent		5%	8%	60%	19%	8%
	Diagnostic #1		1%	3%	43%	39%	14%

Middle School Academics



Middle School English Language Arts Tier 1

Meets the needs of 80-90% of students

- Aligned priority standards and scoring rubrics
- Focus on informational text, literature & writing
- A variety of high impact strategies
 - Data Informed Instruction
 - Common Graphic Organizer
 - Common Vocabulary Instruction
 - School-wide write 2x per year

EXPLANATORY GRAPHIC ORGANIZER

Intro Paragraph	<ul style="list-style-type: none">• 3-5 Sentences• Clear sentence that states thesis, or controlling idea• Preview topics
Paragraph 1	All 3 Body Paragraphs Need:
Paragraph 2	
Paragraph 3	
Conclusion	<ul style="list-style-type: none">• 3-5 sentence• Restate thesis• Review main points

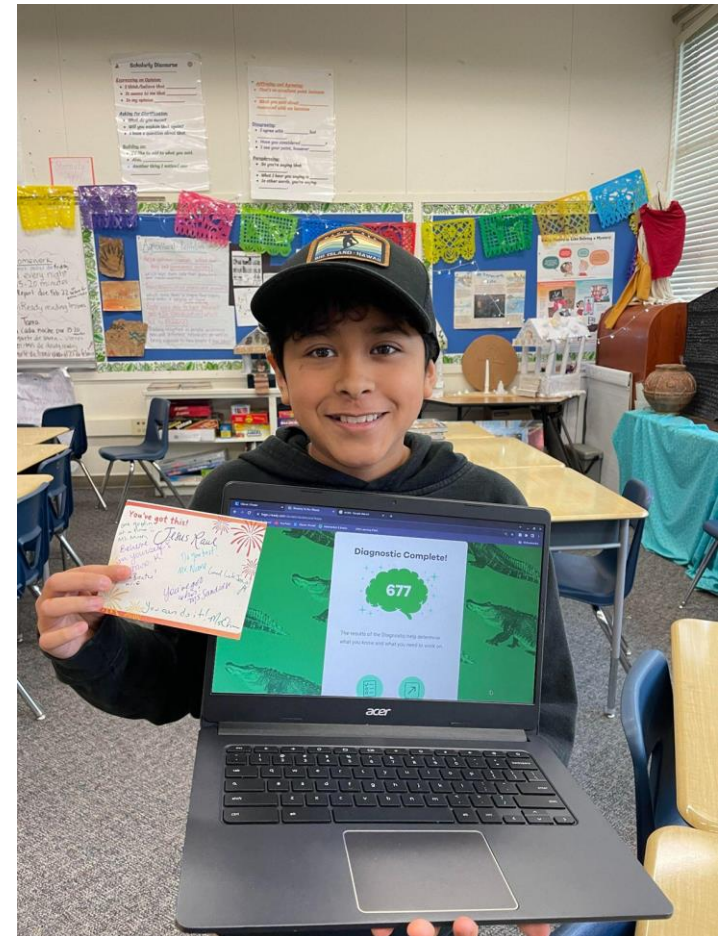


Middle School English Language Arts Tier 2

Supports 10-15% of students

Intervention period part of the school day

- Teacher lead small reading groups
- Peer Tutors – ELD reading groups
- Access to online iReady intervention reading program



Middle School English Language Arts Tier 3

Supports 1-5% of students

Reading Intervention Period

- Read 180/System 44 programs
(for students 2 grade levels or below standard)
- Achieve 3000 (ELD)
- Study Skills Classes for Reading and Writing



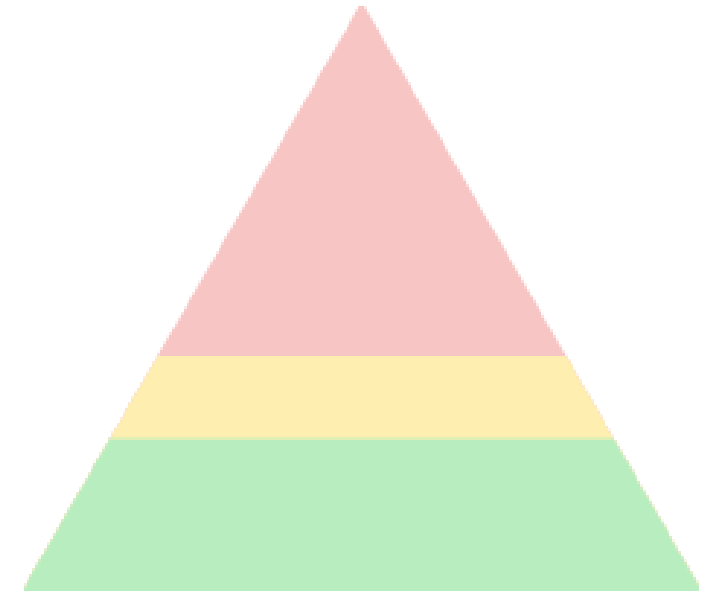
Middle School Reading - iReady



Diagnostic #2 (Winter)

n=862

- **At Risk for Tier 3**
30% (From 36%)
- **Tier 2**
17% (From 19%)
- **Tier 1**
53% (From 44%)



Diagnostic #1 (Fall)

n=862

*9% increase in student scoring on grade level

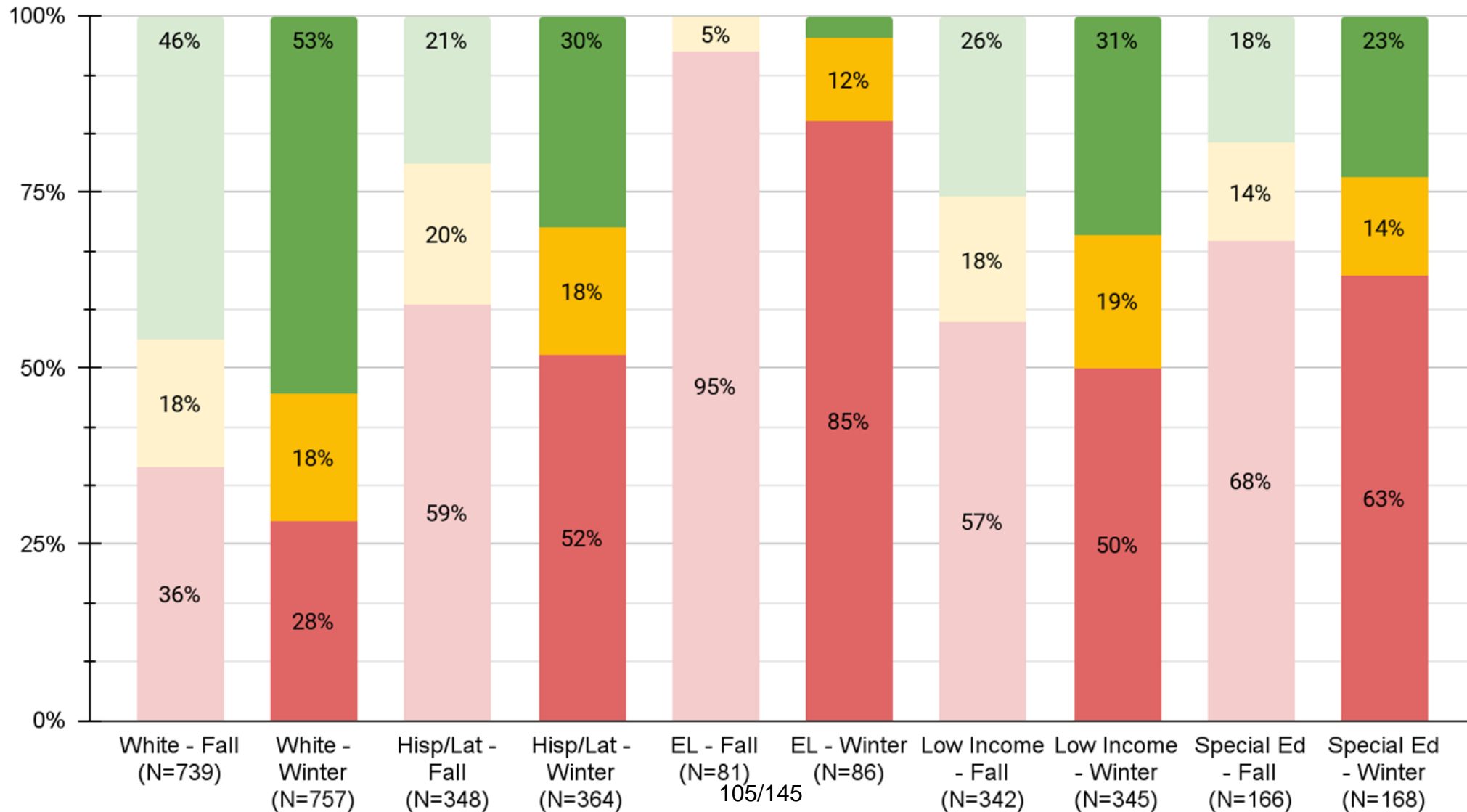
*6% decrease in students scoring far below grade level

*55% of students have already met their typical growth goal in 5 months

*23% of students met their stretch growth goal in 5 months.

Middle School Reading Data - Student Groups

■ Tier 1: At/Above Grade Level
 ■ Tier 2: Approaching Grade Level
 ■ Tier 3: Below Grade Level



Middle School Math Tier 1

Meets the needs of 80-90% of students

- District Priority Standards
- Standards Based grading and curriculum
- High quality math instruction
 - *Building Thinking Classrooms Professional Development*

Name: Marquise Ordorica Date: 12/11/23 Period: 6

QUEST: Linear functions

Students will be assessed using the following rubric. All three success criteria must be demonstrated in order to meet the standard.

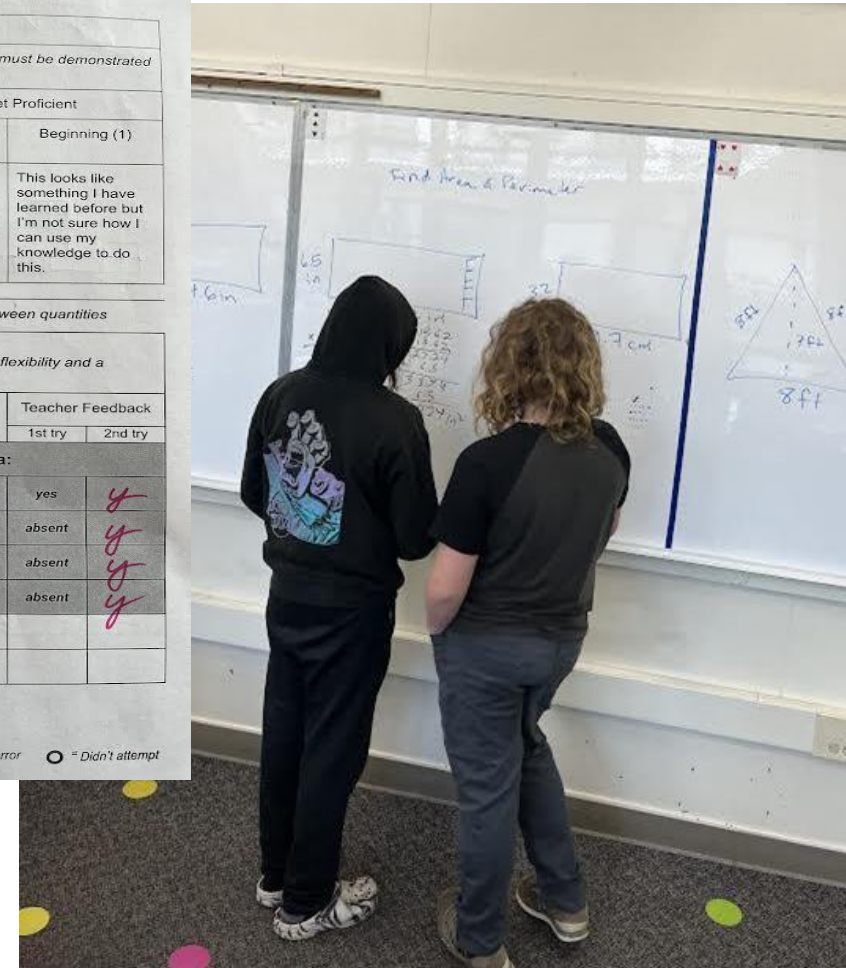
Proficient			Not Yet Proficient	
Exceeding + (4+)	Exceeding (4)	Meeting (3)	Approaching (2)	Beginning (1)
I have achieved Exceeding level and can apply my knowledge to the Exceeding + problem.	I have achieved Meeting level and can apply my knowledge to the Exceeding problem.	I have shown complete and thorough understanding of problems 1 & 2.	I don't understand it completely, but I had enough confidence to try and figure it out.	This looks like something I have learned before but I'm not sure how I can use my knowledge to do this.

STANDARD 8.F.B (in progress): I can use functions to model relationships between quantities

Team Challenge: Good effort
Consistently demonstrated a strong commitment to the team's goals, showing flexibility and a positive attitude when working with peers.

Success criteria (All success criteria must be demonstrated in order to meet the standard):	Teacher Feedback	
	1st try	2nd try
I can identify and describe the growth and starting point from a:		
1a • pattern	yes	Y
1b • table	absent	Y
1c • graph	absent	Y
1d • rule	absent	Y
2 Exceeding: I can analyze, peer review, and critique the work of others.		
3 Exceeding + : I can extend my thinking even more (only on retakes)		

Y= Yes, you got it! W= Working on it! N= Not yet! ● = Correct with calculation error ○ = Didn't attempt



Middle School Math: Standards Based Grading

Grading Policy:

- A student's grade is determined exclusively by their ability to show mastery of the course content. Student mastery assessed by means of tests, quizzes and projects.
- In order to ensure equity and to avoid potential biases, a student's grade is NOT determined by their homework completion rates, behavior, attendance, dress, appearance, language skills, or habits of work.
- A rubric describing mastery levels for specific standards will be provided to students at the beginning of each topic of study.
- Although the course is designed for students to be ready to show mastery on assessments, we understand that students learn at different rates. Therefore students will have multiple attempts to show mastery on a given grade level standard either via a future assessment that revisits the standard, or a retake.

Student Mastery Levels:

Incomplete	Beginning	Approaching	Meeting	Expert	Precise
The student demonstrates no evidence of their learning.	The student demonstrates some mathematical knowledge relevant to the grade level standard.	The student demonstrates some understanding of grade level standards, but has not fully met the grade level standard... YET!	The student demonstrates understanding of the grade level standard.	The student demonstrates in-depth understanding of the grade level standard.	The student demonstrates in-depth understanding of the grade level standard with no errors.

Practice Work:

- Homework will be given regularly, and it is expected that students will complete it. Its purpose is to ensure students are prepared for classwork and assessments. Homework completion will be recorded in the gradebook but will not count towards the student's grade.
- Class practice includes the daily lesson, warm up, exit tickets and team tasks. Class practice will be recorded in the gradebook but will not count towards a student's grade.

Grades and Percentages:

- On report cards you will see a **Letter Grade** based on **assessments** and a **Practice Percentage** based on the **classwork and homework completion rate**.
- Assessments appear in Infinite Campus with the mastery level. Those mastery levels are converted to the following percentages to generate letter grades: Incomplete - 50%, Beginning - 65%, Approaching 75%, Meeting 85%, Expert 95%, and Precise 100%
- More information about letter grades can be found on page A14 of the MH planner.



Middle School Math: Standards Based Grading

Solving Equations Unit

❖ Rewriting Expressions Quiz

Name: _____

Date: _____ Period: _____

I can use mathematical properties to rewrite expressions.

Level 1 - Beginning	Level 2 - Approaching	Level 3 - Proficient	Level 4 - Deep Understanding
<p>I can use the distributive property to rewrite expressions.</p> <p>I understand that a variable represents a quantity.</p>	<p>I understand that a variable with a coefficient is a multiplication expression.</p> <p>I can write an equation based on a hanger diagram.</p>	<p>I can use the distributive property to rewrite an algebraic expression.</p> <p>I can combine like terms.</p> <p>I can compare expressions.</p>	<p>I can factor an algebraic expression using the distributive property.</p> <p>I can rewrite expressions with rational numbers.</p>
60%	70%	85%	100%

Beginning

Use the distributive property to solve the multiplication problems.

$$3(9 + 6)$$

$$= \underline{\quad} \cdot \underline{\quad} + \underline{\quad} \cdot \underline{\quad}$$

$$= \underline{\quad} + \underline{\quad}$$

$$= \underline{\quad}$$

$$7(2 + 4)$$

$$= \underline{\quad} \cdot \underline{\quad} + \underline{\quad} \cdot \underline{\quad}$$

$$= \underline{\quad} + \underline{\quad}$$

$$= \underline{\quad}$$

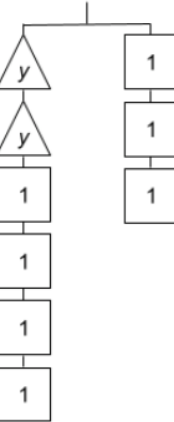
Write an algebraic expression for the following math statements.

- the product of 9 and a number _____
- 28 subtracted by a number _____

Approaching

What does the "5x" mean in the expression $5x + 3$?

Write an equation represented by the hanger diagram at right.



Proficient

Use the distributive property to rewrite the products below as a simplified sum. Show all steps.

$$5(x + 3)$$

$$8(8y - 2)$$

Simplify the expressions below to rewrite the expression with as few terms as possible.

$$m + 8 + 3m + 12 + 2m$$

$$15x + 3y + 7 + 2x + 8$$

Determine if the two expressions below are equivalent. Show your work.

$$2(4c + 8) + 3c - 2$$

$$5c + 3(2c + 5)$$



Middle School Math Tier 2

Supports 10-15% of students

Intervention period during the school day

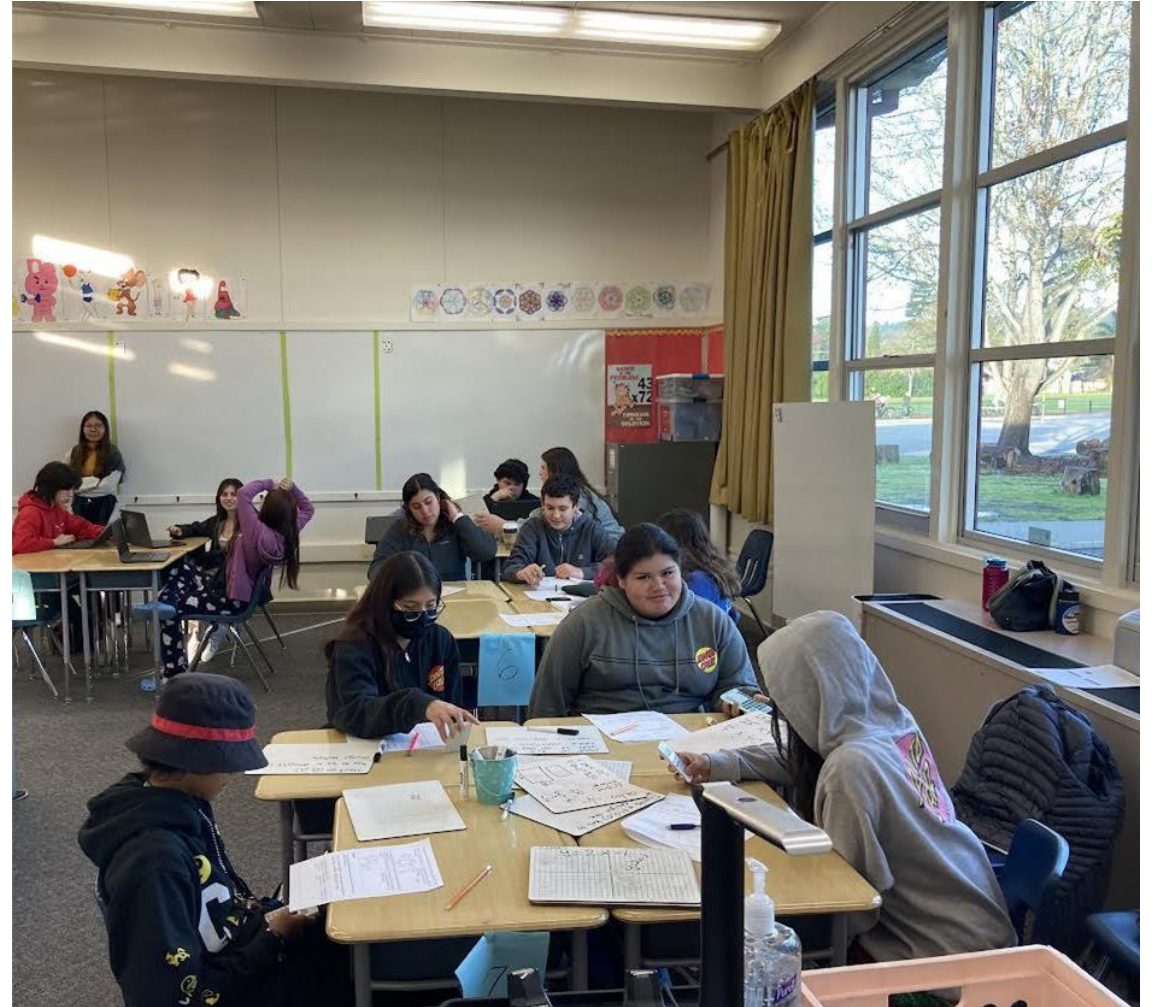
- Teacher small groups
- Peer tutors
- Online iReady intervention program



Middle School Math Tier 3

Supports 1-5% of students

- Mindset Math (MHMS) / Math Plus (B40MS) – math intervention courses
- English Learner Tier 3 small groups during math class (B40)



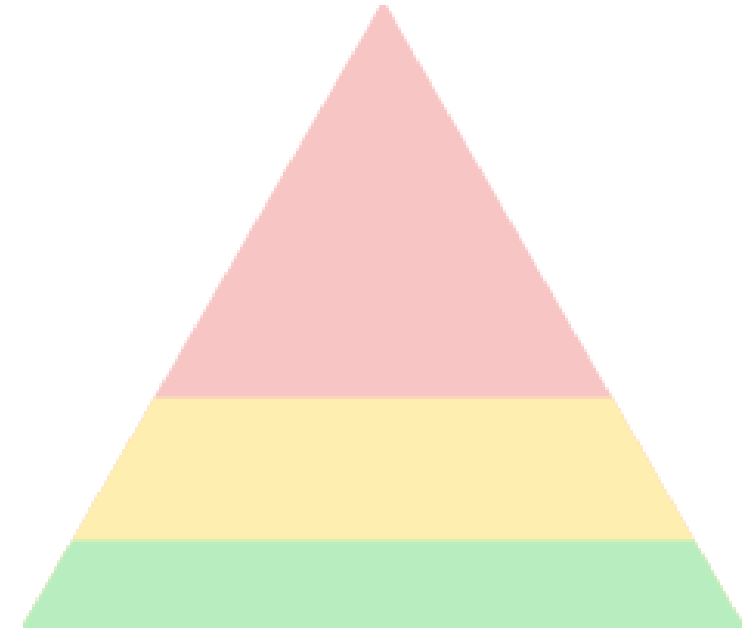
Middle School Math - iReady



Diagnostic #2 (Spring)

n=878

- **At Risk for Tier 3**
32% (From 40%)
- **Tier 2**
32% (From 34%)
- **Tier 1**
36% (From 26%)



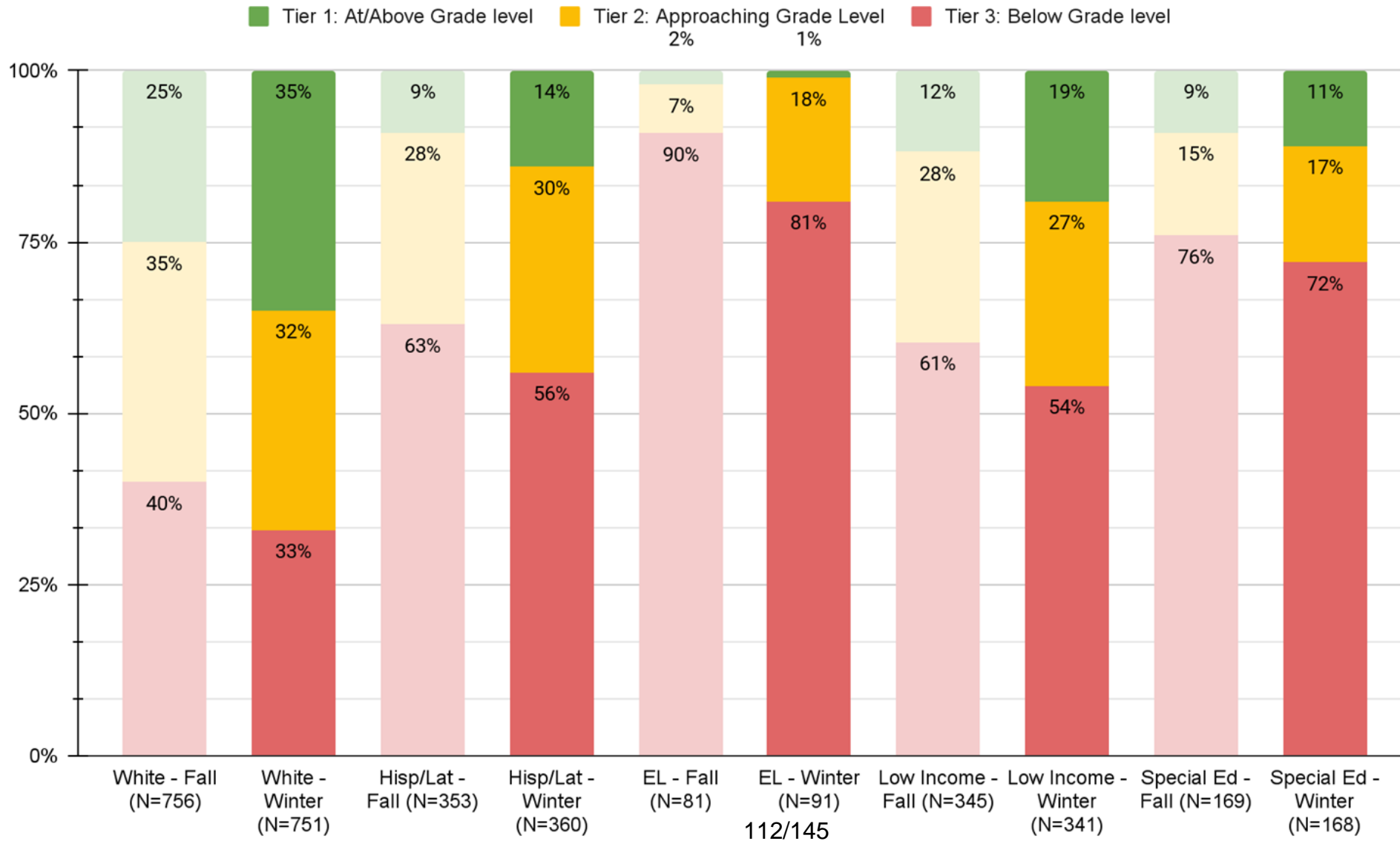
Diagnostic #1 (Fall)

n=878

- *10% increase in students scoring on grade level
- *8% decrease in students scoring far below grade level
- *39% of students have already met their typical growth goal in 5 months
- *13% of students met their stretch growth goal in 5 months.



Middle School Math Data - Student Groups



High School Academics



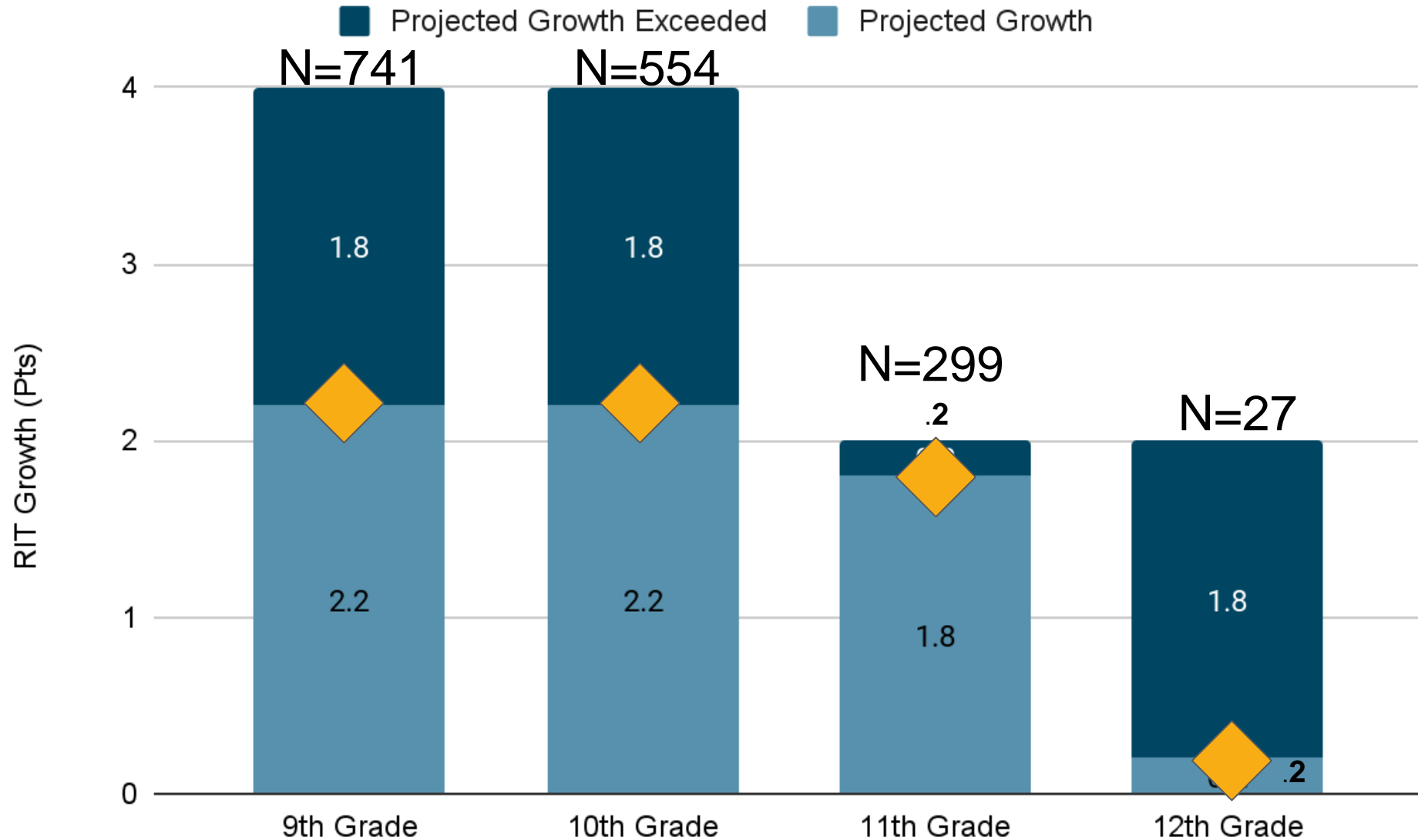
High School English Language Arts & Math

Tier 1

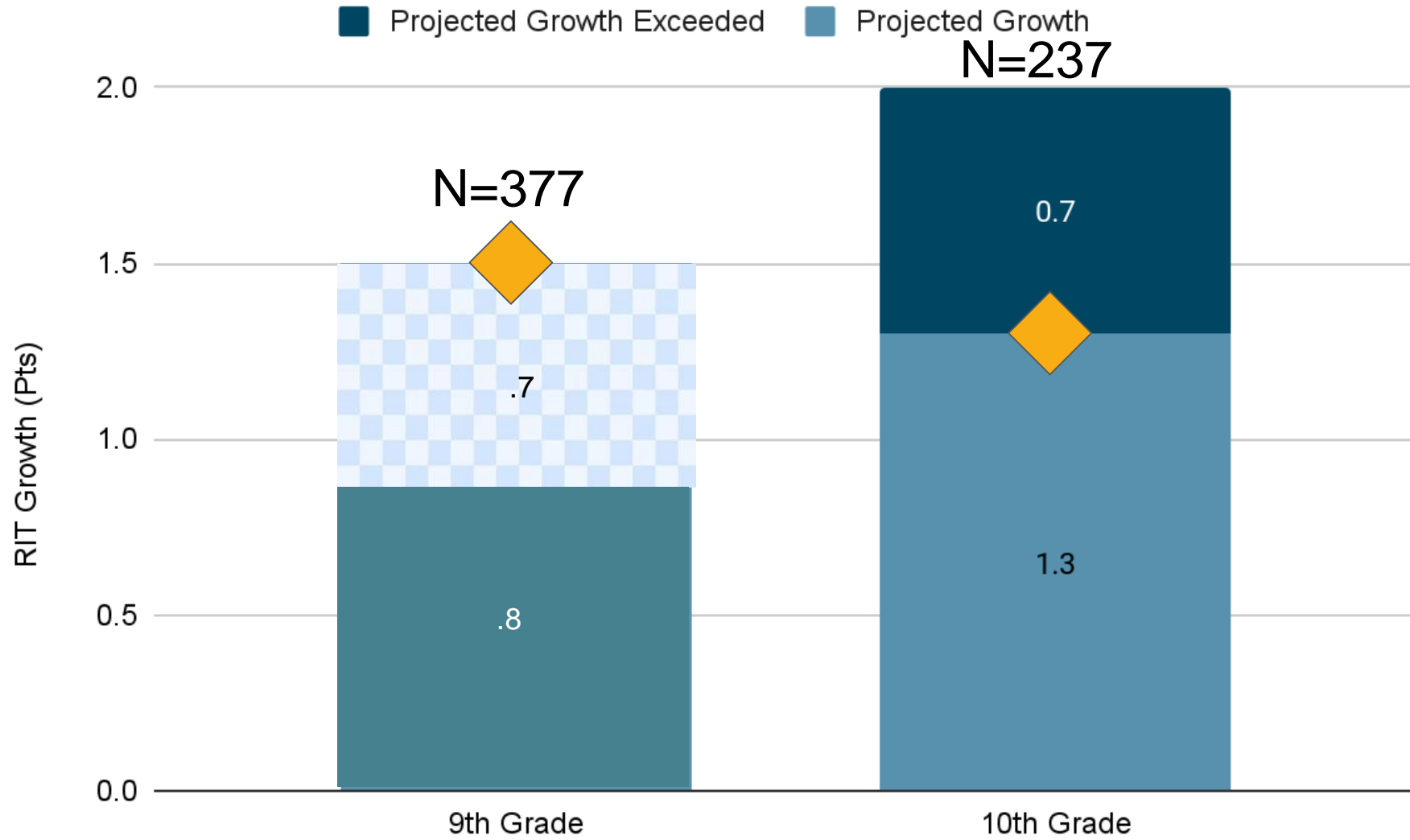
- District Priority Standards for all English & Math courses
- Standards aligned curriculum
- High quality reading & math instruction
- Integrated English Language Development Professional Development for all Teachers
- Math Professional Development CPM, Building Thinking Classrooms, Asilomar, SVMU & more
- District Math PLC



MAP Growth Math Data



MAP Growth ELA Data (Harbor & SCHS)



High School Assessment Next Steps

- Issues persist with Reading MAP Growth testing results
- Other districts report similar issues and have stopped using assessments like MAP iReady at the high school level
- Writing assessments and/or CAASPP Interim assessments will be implemented in all schools
- Continue to use MAP Reading for objective Reading assessment to meet state English Learner Reclassification criteria
- Desire to look into MDTP for Math as a possible free alternative to MAP Math

High School English Language Arts & Math

Tier 2

- Cardinal Connect
- Co-Taught IB English
- IB History Plus Intervention
- Academic Lab
- English Language Arts support
- Math Plus Interventions
- Peer Tutoring



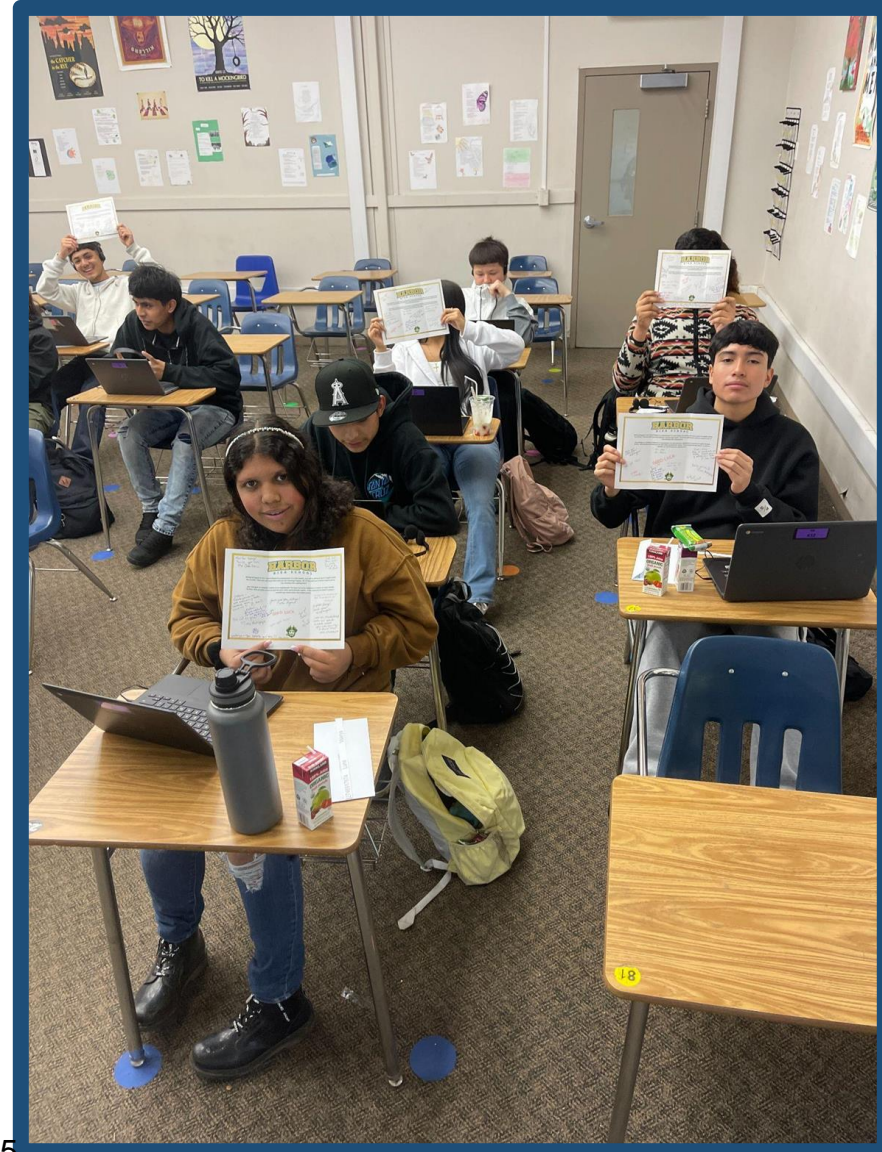
High School Math Plus & Peer Tutoring



High School English Language Arts & Math

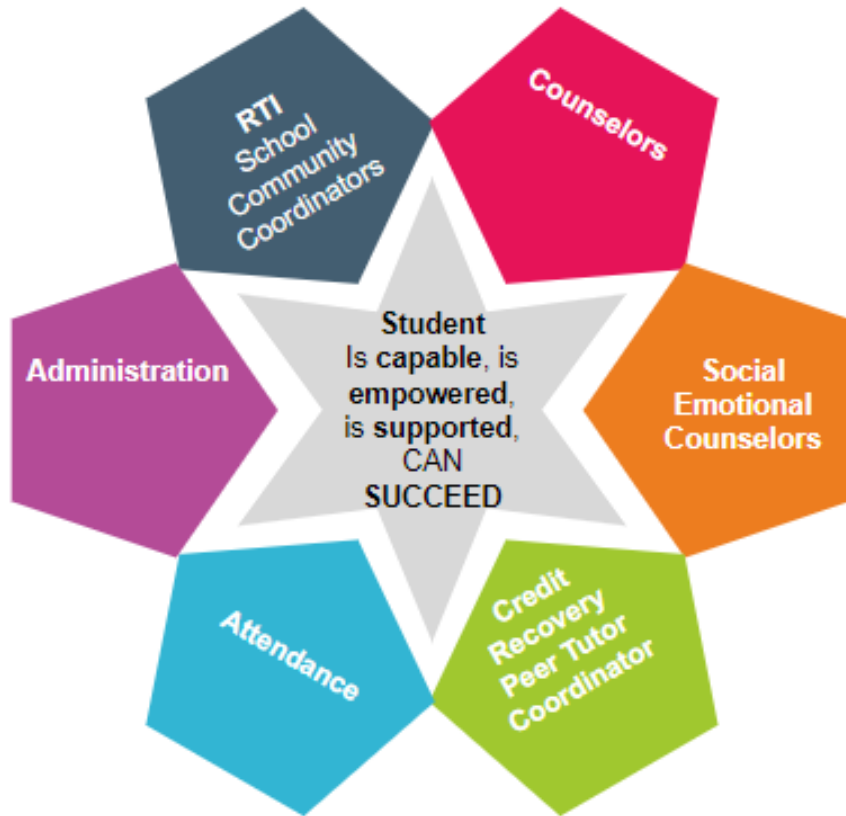
Tier 3

- Reading Interventions & English Language Development (ELD)
- Newcomer/EL Math Plus
- Get Ready (HHS)
- Achieve 3000 (SCHS)
- Credit Recovery



High School Intervention Teams

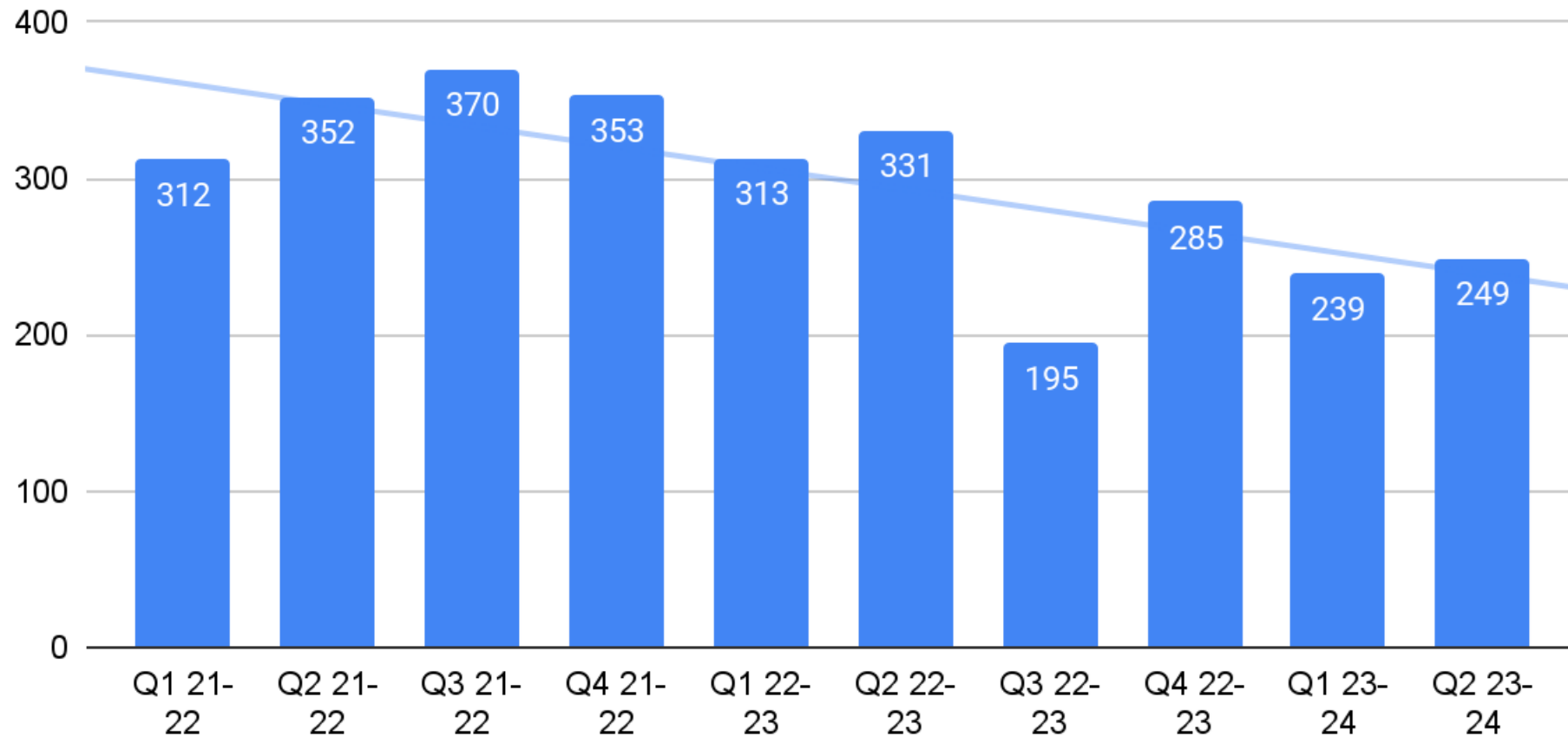
Tier 3



- Teams at each high school site meet 2X per month
- Data we consider: D/F list, attendance, social emotional referrals, Student of Concern referrals (Academic, Behavior/Attendance, Social Emotional)
- Rtl Coordinator facilitates Intervention Team meeting & communicates outcomes to staff
- Case management model

SCHS Intervention Team Progress

Total D/F 2021 - 2024 at Quarter



Total D/F at quarter



Next Steps

- Continued work on Grading Practices
 - Priority Standards
 - Aligned Curriculum
 - Common Formative Assessments
- Continued evaluation and refinement of interventions
- Site Professional Learning Community (PLC) collaboration and focus on data to guide instruction
- Continued Professional Development on high-impact Tier 1 practices
- Keeping MAP in HS Math Classes & looking into the MDTP
- Implementing Local Assessments in English
- Looking into the possibility of Science & History support





Break

Social-Emotional & Behavioral Tiered Systems of Support





Elementary

*Tier 1: Universal Programs -
an in depth look at Social and
Emotional Learning*

Elementary Social Emotional / Behavioral Pyramid

ELEMENTARY SOCIAL EMOTIONAL PYRAMID



Who qualifies for interventions?

There are tier 1 interventions that are classroom based with support from school staff and there are tier 2 and 3 interventions that usually involve extra support that may take place outside of the classroom. *Here is the current criteria for TIER 2,3 interventions:*

- **Tier 1 Meeting referrals** made by classroom teacher may lead to Tier 2,3, interventions
- **Assessment data** shows that behavior is impacting academic performance
- Student is participating in **unsafe behavior** repeatedly
- Student has more than **3 documented major behavior referrals**.
- Teacher, Parent, and Counselor Referral



Promising Social -Emotional Outcomes

Elementary	2019-20	2020-21	2021-22	2022-23	2023-24
"I feel connected and engaged with school" on Student LCAP Survey	82%	67%	81%	86%	86%
Percentage of students reporting as "good things will happen to them at school" on the Social Emotional Health Survey on Social Emotional Health Survey	93%	96%	97%	94%	97%



Elementary Metrics sites are Working to Address

Metric	2019-20	2020-21	2021-22	2022-23	2023-24
In and out of school suspensions	0.5% n=10 N=2022	0.1% n=1 N=1769	0.3% n=5 N=1788	0.3% n=6 N=1796	
Chronic Absenteeism	14.3% n=285 N=1990	9.5% n=147 N=1739	25.4% n=439 N=1730	25.5 n=456 N=1790	



504 Plans & the MTSS Framework

What are 504 plans & what role do they play in MTSS - Tier 2 Services?

Legal protection: Section 504 is a civil rights law that prohibits discrimination against individuals with disabilities

Equal access: It mandates that individuals with disabilities must have equal access to programs, services, and activities

Individualized plans: Section 504 involves the creation of individualized 504 plans in schools, to outline accommodations and services needed for students with disabilities to succeed academically and access the same opportunities as their peers

Reasonable accommodations: It requires schools to provide reasonable accommodations or modifications to policies, practices, or procedures to ensure equal access for individuals with disabilities



K-12 Tier 2 - Section 504 Programming

- **Professional Development - “The 411 on 504” February 2024**

- Updates in the Law
- Section 504 Eligibility
- Practice Scenarios
- Section 504 Compliance

- **Process and Systems Upgrades**

- Improved Meeting Processes
- Improved Clarity around Eligibility
- Improved Documentation



Fagen Friedman & Fulfrost LLP



Elementary Tier 1: Social Emotional Learning

- **Second Step Curriculum**

- Lessons taught weekly
- Builds students' social emotional competence
- Teaches empathy, processing emotions, self-regulation, conflict resolution and more



- **Schoolwide focus on relationships** & explicitly teaches students positive social, emotional, & behavioral practices

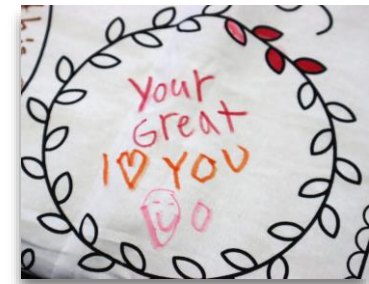


- **Site PBIS committees create behavioral expectation lessons**, school wide activities, monitor student behavior data and make decisions based on knowledge of school community and data



Elementary Tier 1: Counseling

- Oversees Social Emotional Learning (SEL) curriculum in classrooms
- Supports School-wide Programs such as:
 - Calm Down Corner Resources (Mindfulness Cards, Glitter jars, Breathing techniques)
 - SEL Lessons that support Social Skills, Tolerance, and Emotion Management
 - School Clubs: Rainbow Club, Running Club, Drawing Club, and Student Leadership
 - Transition to Middle School activities
- Supports School-Wide Activities
 - Fit Fair/Health Fair (Promotes Physical and Social Emotional Wellness)
 - School wide celebrations both academic and social -emotional

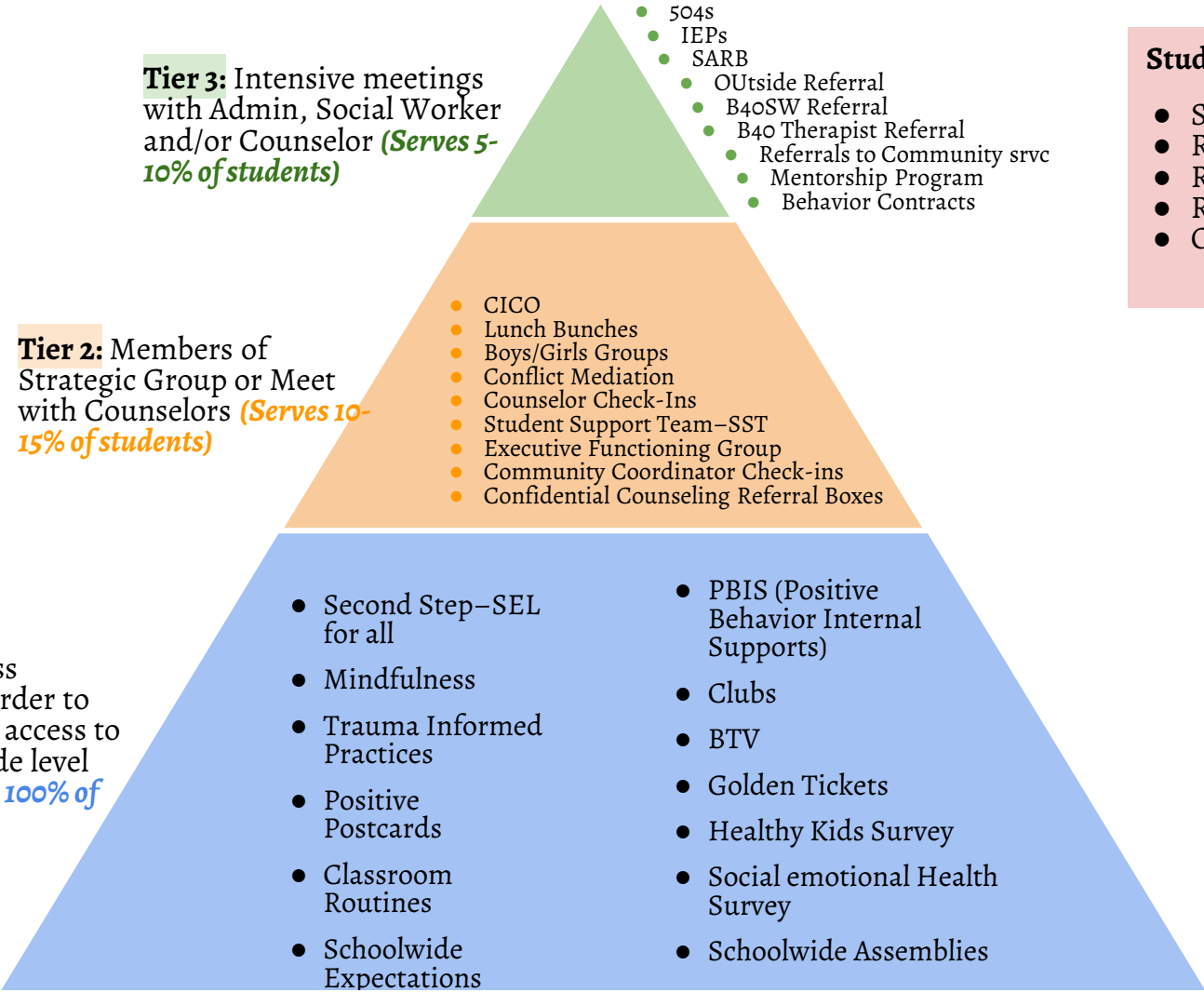




Secondary

Tier 1: Universal Programs

Secondary Social Emotional / Behavioral Pyramid



- Students Qualify for SEL Intervention**
- Social Emotional Survey
 - Referral by Teacher
 - Referral by Counselor
 - Referral by Admin
 - Other

Social Emotional Survey **Universal Screening SEL Curriculum Delivery** **Minute Meetings**

135/145



Promising Social Emotional Outcomes

Social Emotional Health Survey

Secondary	2020-21	2021-22	2022-23	2023-24
“From 0 = Dissatisfied to 100 = Satisfied, I would describe my satisfaction with my life overall as . . .”	76	74	75	76
“I feel that I belong to a community”	37%	69%	82%	85%



Secondary Metrics sites are Working to Address

Metric	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
In and out of school suspensions	3.8% n=164 N=4366	2.1% n=93 N=4334	0.1% n=5 N=4218	2.4% n=103 N=4350	3.2% n=137 N=4024	2.6% n=107 N=4260
Chronic Absenteeism	13.4% n=529 N=3939	13.6% n=502 N=3679	12.4% n=343 N=2769	21.3% n=914 N=4297	25.6% n=1021 N=3982	18.5% n=757 N=4082



Additional Secondary Metrics	2020-21 Districtwide	2021-22 Districtwide	2022-23 Districtwide	2023-24 Districtwide
"I feel connected and engaged with school."	43%	51%	61%	61%
"I feel that the school recognizes and values student accomplishments."	52%	51%	57%	59%
"When I have problems or challenges, I feel there are adults at the school to help and support me"	58%	63%	61%	59%
"I feel that teachers and administrators care about all students"	63%	60%	59%	58%
"I feel safe at my school."	72%	66%	59%	68%

Hatching Results' 3-Part Webinar Series for SCCS

Webinar #1

Developing a Data-Driven Tier 1 School Counseling Program

By the end, we will be able to:

- Discover connections in your program to the **three components of Tier 1** school counseling
- Identify **lesson topics** that all students need and deserve from the school counseling program
- Discover strategies to strengthen Tier 1 through **family and community engagement**

October 11, 2023

1:00 pm - 3:00 pm

Webinar #2

Strengthening Lesson Delivery: Teaching vs. Presenting

By the end, we will be able to:

- Believe that teaching is a more **effective lesson delivery** method than presenting
- Infuse multiple **student engagement strategies** into school counseling lessons
- Write high quality **pre/post test** questions that assess students' **Attitudes, Skills, and Knowledge**

February 6, 2024

10:00 am - 12:00 pm

Webinar #3

Building MS/HS Partnerships: Developing 6-Year Plans

By the end, we will be able to:

- Develop a **common understanding**, agreements, and approaches to developing 6-year plans
- Explain best practices in **appraisal and advisement** (ASCA National Model, 4th Ed.)
- Use a tool to begin **making decisions** about 6-year plans

April 18, 2024

10:00 am - 12:00 pm

Secondary Tier 1 - California College Guidance Initiative (CCGI)

- Removing Obstacles to Student Success
- College, Career, & Financial Aid Planning
- Goal Setting
- Data Driven Practices and Data Management
- Enhanced Guidance by School Counselors

CaliforniaColleges.edu

CaCollegeGuidance.org



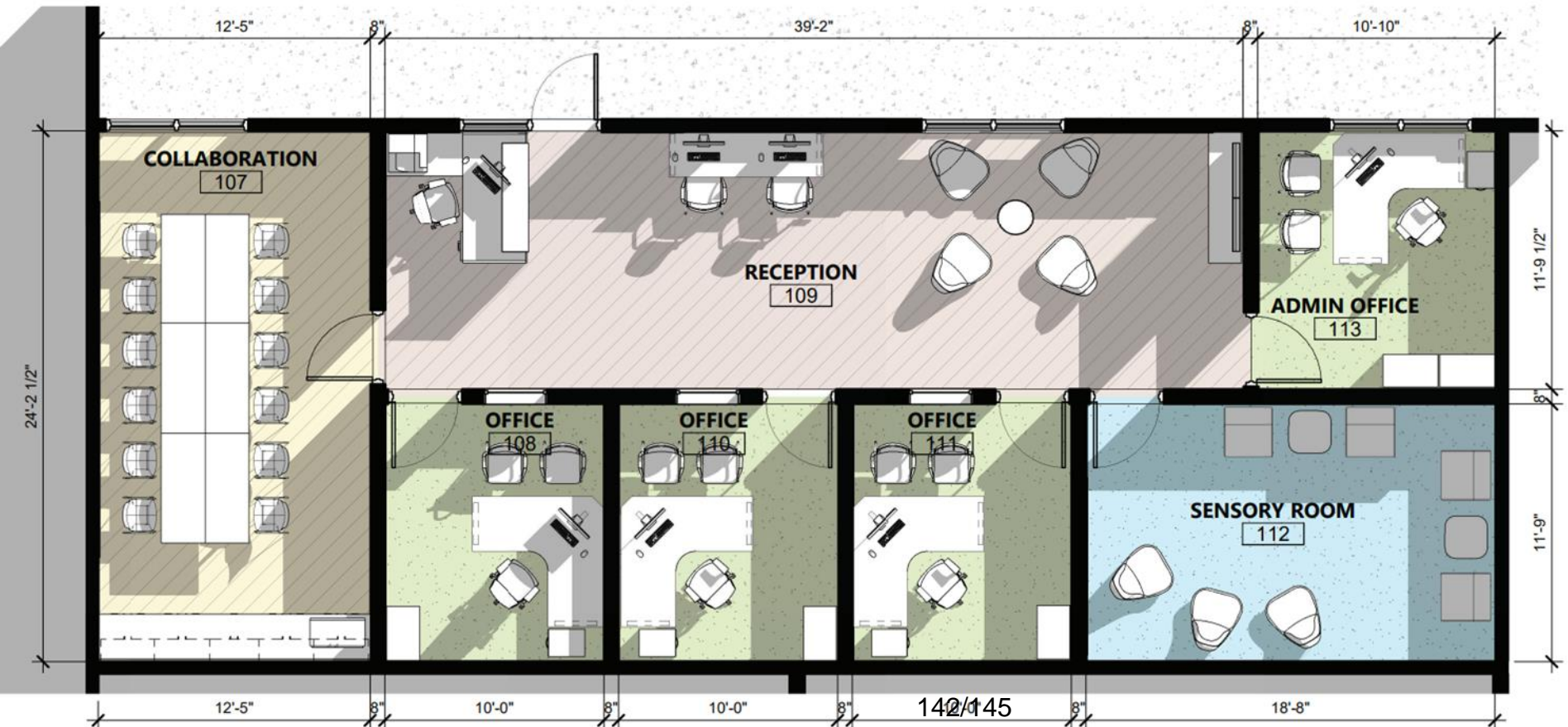
WHAT is a Wellness Center? Tier 1 & 2



A welcoming and safe space on campus designed for and with youth where students can access coordinated prevention, education, intervention, and crisis support.

Secondary Tier 1/2 Wellness - Wellness Center Planning

Wellness Centers provide an on-campus hub to connect students with counseling, mentoring & peer-to-peer support



Secondary Tier 1/2 Wellness - Wellness Center Planning

Target Opening - Fall 2024 for SHS and HHS

- Wellness Center Overviews with Wellness Staff
- Stakeholder Engagement
- Asset Mapping
- Overviews with Staff
- Visitations to Other Centers
- Wellness Center Construction & Space Development
- Wellness Staffing
- Santa Cruz Community Health Partnership



School Based Mental Health

- New Statewide Fee Schedule for school-linked behavioral health services with reimbursement from Medi-Cal and commercial health plans
- Applying to participate in second cohort of Districts beginning in July 2024 (all Districts eligible to begin billing in Jan 2025)
- Will work with third party to support billing process
- Established central office team to plan for new process
- Continuing collaboration with County Partners to work on coordination of services

*The State is
“building the
plane as they
fly it” with the
new billing
structure & we
want to get on
board!*



Thank you & *Questions*

