

**SANTA CRUZ CITY SCHOOLS DISTRICT
 REGULAR MEETING FOR THE ELEMENTARY AND SECONDARY DISTRICTS
 WEDNESDAY, APRIL 10, 2024
 OPEN SESSION BEGINS AT 6:30 P.M.**

**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: 813 0705 8448

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.](#)

**POSTED
 DATE:
 TIME:
 LOCATION:
 EMPLOYEE:**

This meeting is being conducted by teleconference at the following locations:

[Wyndham Grand Orlando Resort Bonnet Creek, 14651 Chelonia Parkway, Orlando, FL, 32821 by Board Member Kevin Grossman]. Each teleconference location is open to the public and any member of the public has an opportunity to address the School Board from a teleconference location in the same manner as if that person attended the regular meeting location. The School Board will control the conduct of the meeting and determine the appropriate order and time limitations on public comments from teleconference locations.

AGENDA

Item	Purpose / Support
Agenda	
1. Convene Closed Session	5:00 p.m.
1.1 Roll Call	
1.2 AB 2449 Remote Attendance	
1.3 Teleconference Notice	
1.4 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>
2.3 Public Employee Performance Evaluation (Govt. Code Section 54957)	<i>Title: Superintendent</i>
3. Convene Open Session	6:30 p.m.
3.1 Welcome	
3.2 Pledge of Allegiance	

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	Item	Purpose / Support
3.3	Agenda Changes, Additions or Deletions & Announcements	
3.4	AB 2449 Remote Attendance	
3.5	Teleconference Notice	
4.	Public Comments	<i>For presentations of matters not on the Agenda. 3 minutes for individuals; 15 minutes per subject. 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.</i>
5.	Superintendent's Report	
5.1	Recognize Outgoing Personnel Commissioner	
5.2	Superintendent's Report	
5.3	Student Trustees' Reports	
6.	Board Members' Reports	
6.1	Board Members' Reports	
6.2	Board President's Report	
7.	Approval of Minutes	
7.1	Meeting January 17, 2024	
7.2	Meeting February 7, 2024	
7.3	Meeting February 14, 2024	
7.4	Special Meeting February 28, 2024	
8.	General Public Business	
8.1	Report of Closed Session Actions	
8.1.1	Report of Actions Taken in Closed Session	
8.2	Items to Be Transacted and/or Discussed	
8.2.1	Educational Services	
8.2.1.1	Staff Report: Annual District English Learner Advisory Council Annual Report	<i>Staff will present an annual report on Annual District English Learner Advisory Council</i>
8.2.1.2	Staff Report: Library Programs Update	<i>Staff will present an update on District Library Programs.</i>

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	Item	Purpose / Support
8.2.2	Business Services	
8.2.2.1	New Business: Recommendation for Educator Housing Permit Process	<i>Recommendation: Approve recommendation for Educator Housing Permit Process</i>
8.2.2.2	Public Hearing: Developer Fees Justification Study	<i>Public hearing to provide the Board an opportunity to receive public comment on the development impact Fees Justification Study prior to approval.</i>
8.2.2.3	New Business: Resolution #21-23-24: Adopting Developer Fee Justification Study	<i>Recommendation: Approve Resolution #21-23-24: Adopting Developer Fee Justification Study</i>
8.2.2.4	New Business: Resolution #22-23-24: Increasing Level 1 Fees for Elementary Schools	<i>Recommendation: Approve Resolution #22-23-24: Increasing Level 1 Fees for Elementary Schools</i>
8.2.2.5	New Business: Resolution #23-23-24: Increasing Level 1 Fees for High Schools	<i>Recommendation: Approve Resolution #23-23-24: Increasing Level 1 Fees for High Schools</i>
8.2.3	Human Resources	
8.2.3.1	Staff Report: GSCFT 2024-25 Sunshine Articles to SCCS	<i>Staff will present the GSCFT 2024-25 Sunshine Articles to SCCS</i>
8.2.3.2	New Business: SCCS 2024-25 Sunshine Articles to GSCFT	<i>Recommendation: Approve the SCCS 2024-25 Sunshine Articles to GSCFT</i>
8.2.4	Governance/Superintendent	<i>None</i>
8.3	Consent Agenda Non-Contract Items and Items to be Received: These matters may be passed by one roll call motion.	
8.3.1	Educational Services	
8.3.1.1	3rd Quarter Williams Report	
8.3.1.2	Out of State Travel Request: Special Education	
8.3.1.3	Overnight Field Trip Request: AFE: Oregon Shakespeare Festival	
8.3.2	Business Services	
8.3.2.1	Purchase Orders, Bids & Quotes	
8.3.2.2	Warrant Register	
8.3.2.3	Disposition of Surplus	
8.3.2.4	Wellness Committee Report	
8.3.2.5	Resolution #24-23-24: Association of Bay Area Governments Power Natural Gas Supply	

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	Item	<i>Purpose / Support</i>
8.3.3	Human Resources	
8.3.3.1	Certificated Personnel Actions	
8.3.3.2	Classified Personnel Actions	
8.3.4	Governance/Superintendent	<i>None</i>
8.4	Consent Agenda: General Contracts & Agreements	
8.4.1	Educational Services	
8.4.1.1	Nonpublic Agency: Master Contract: Epic Special Education Staffing	
8.4.1.2	Contract: Annual: Teachers Pay Teachers for Branciforte Middle School	
8.4.1.3	Contract: Annual Renewal: Code High School	
8.4.1.4	Memorandum of Understanding: Revision: CTE Magnets	
8.4.1.5	Memorandum of Understanding: Addendum: Cradle to Career	
8.4.1.6	Agreement for Professional Services: Escort and Transportation Services	
8.4.2	Business Services	
8.4.2.1	Memorandum of Understanding: Amended: Pajaro Valley Unified School District for Understanding of 313 Swift Street	
8.4.2.2	Agreement: Crowe: Audit School Facility Program	
8.4.2.3	Contract: Fiber Connectivity for Santa Cruz High Basement	
8.4.3	Human Resources	<i>None</i>
8.4.4	Governance/Superintendent	
8.4.4.1	Contract: Retainer for Legal Services: Leone Alberts & Duus	
8.5	Consent Agenda: Bond Projects, Contracts, Agreements, Proposals, Bids & Change Orders	

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	Item	Purpose / Support
8.5.1	Carroll Engineering, Inc.: Proposal: Branciforte Middle School Multistory Classroom Engineering Services	
8.5.2	M3 Environmental: Proposal: Hazardous Materials Inspections Harbor and Soquel High School Wellness Centers	
8.5.3	Moore Twining and Associates, Inc.: Proposal: Branciforte Middle School Multistory Classroom Geotechnical Engineering and Geohazards Investigation	
9.	Possible Items for Future Meeting Agendas	
10.	Adjournment	
11.	Return to Closed Session (if necessary)	
12.	Closed Session Action Report (if necessary)	
13.	Adjournment	

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 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.
2. 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.
3. 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.
4. 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.

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5. 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.
6. 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.

**MINUTES OF THE REGULAR MEETING
OF THE SANTA CRUZ CITY SCHOOLS BOARD OF EDUCATION
FOR THE ELEMENTARY AND SECONDARY DISTRICTS
January 17, 2024**

Convene Closed Session

Board President Vestal called this Closed Session Meeting to order at 5:04p.m.

Public Comments for Closed Session Agenda Items

None

Convene Open Session

Board President Vestal called this Regular Meeting Open Session to order at 6:30p.m.

Attendance at Meeting

Patricia Threet	Angela Meeker	Kyle Kelley	Claudia Vestal
Sheila Coonerty	John Owen	Kevin Grossmen	

Student Board Representative, Matthew Simon

Student Board Representative, Jimena Vazquez Veloz

Student Board Representative, Zach Von Worley

Dorothy Coito, Assistant Superintendent, Educational Services

Kris Munro, Superintendent

Remote: Molly Parks, Assistant Superintendent, Human Resources

Absent: Jim Monreal, Assistant Superintendent, Business Services

Members of the Audience

Welcome and Format

Board President Vestal welcomed those in attendance and explained the format used for this Regular Meeting of the Board of Education.

3.3 Agenda Changes, Additions, or Deletions

None

PUBLIC COMMENTS

Teagan Shanahan, who has been teaching math at Harbor High since 2018, commented on the anticipated changes to the bell schedule upon their return in January. The lack of clarity regarding the potential bell schedule for the next school year is making it challenging to decide whether to opt for part-time or full-time status by the January 31st deadline. Although they were presented with various schedule options, it remains unclear who was involved in the decision-making process. Ms. Shanahan doesn't oppose the bell schedule change but wishes there had been a more collaborative approach between the school and the district from the outset.

Matt Bruner, Co-President of the GSCFT, together with fellow educators from Harbor High School, publicly commented on the recent request for changes to the high school bell schedules. He discussed a letter endorsed by school staff addressing these changes. Mr. Bruner highlighted teachers' concerns about the process. He also mentioned that while they now appreciate being involved, they feel that the process has been rushed, unclear, and not beneficial for the students. Despite understanding the need for adjustments due to financial constraints, they believe the benefits of the current schedule are being overlooked. Mr. Bruner concluded by emphasizing the importance of making decisions based on data and feedback from all stakeholders, and ensuring sufficient time for communication and implementation.

SUPERINTENDENT'S REPORT

Superintendent's Report

Superintendent Munro began by highlighting the conclusion of final examinations in December. Ms. Munro then mentioned various celebratory events such as the Winter Music program, the LGBTQ event, and the Celebration of the Soquel football championship, which was led by engaged parents and community members. She expressed gratitude to Patty and John for their participation. Furthermore, Superintendent Munro touched upon the county incident command training, where valuable insights were shared among participants. The Schools Task Force conducted gang training sessions to address recent trends and community issues. Additionally, Superintendent Munro discussed the kickoff meeting for the Educator Housing project, which marked an exciting start to discussions with architects and meetings with the city. The process of staffing projections for the upcoming years has begun alongside revenue planning for the next three years. Superintendent Munro also highlighted a productive meeting with County Health Services Director Monica Morales and expressed appreciation for the opportunity. Lastly, she took a moment to honor the memory of Yolie Diego, a respected Santa Cruz High Spanish Teacher.

Student's Report

Student Board Representative Simon shared updates on the arrival of three new boilers that resolved heating issues smoothly. He also mentioned the success of the Soquel football game, attended by 1,000 people, and expressed how it showcased the strength of the community. Simon further highlighted the achievement of the ethics team, which won the Norcal regionals. He viewed this as a fantastic example of students seizing opportunities, thriving, and collaborating effectively.

Student Board Representative Vazquez-Veloz began her report by highlighting the achievements of winter sports. She then mentioned the upcoming open house, emphasizing the importance of fostering community bonds among parents, staff, and students. Additionally, she noted that the Second Harvest will take place this month where participants have the opportunity to win prizes by donating canned goods. Student Trustee Vazquez-Veloz also pointed out that the FAFSA application has recently opened, and counselors are available to assist students with it. She also discussed plans for a college workshop aimed at assisting students with scholarships and various other aspects, as well as a workshop specifically designed for Cabrillo. Finally, she mentioned that the Gear Up team will be taking students to Fresno State, and the IB film group will be traveling to Paris to participate in a film competition.

Student Board Representative Von Worley began his report by acknowledging the ongoing construction that has been happening since the start of the school year, making its June completion date highly anticipated. Transitioning to sports, he mentioned attending a competition where, despite their loss, he was pleased with Soquel's victory. Mr. Von Worley said that it is nice to see that public schools take a rise in sports and emphasized the positive trend in public school success. Concluding his report, Student Trustee Von Worley highlighted the upcoming FAFSA workshop aimed at assisting families in need, those struggling, or those new to the process.

BOARD MEMBERS' REPORTS

Board Members' Reports

Trustee Meeker commenced her report by mentioning the ribbon-cutting ceremony at Soquel High r the fitness center. She also attended the Bayview Parent Teacher Appreciation event, which included a staff breakfast. She expressed how this event showcased a genuine sense of community. Wrapping up her report, Ms. Meeker discussed her meeting with Superintendent Munro and Trustees Owen and Kelley, where they had the chance to discuss school matters and meet Trustee Kelley's children.

Trustee Threet began her report by expressing appreciation for the perspective of the audience. She had the opportunity to visit Westlake and tour the TK and K classes. Trustee Threet then discussed the campus paint and future parking plans. Moving on, she congratulated the Soquel High Ethics Team for their participation. She concluded her report by sharing her experience at the Soquel High parade, expressing gratitude to Mr. McGuire for leading it. Trustee Threet was pleased to see retired teachers, counselors, and leadership at the event, and she extended special thanks to Head Coach Lowery, who has raised expectations for players which has resulted in the highest GPA for the football team.

Trustee Grossman congratulated the Soquel Football team and discussed his visit to Westlake with Trustee Threet and Superintendent Munro. Mr. Grossman expressed gratitude to Principal Norton for the tour of the campus, noting that it was a pleasure to see where his children had attended school.

Trustee Coonerty expressed her acknowledgment and appreciation for the public's participation in voicing their opinions. She felt their comments demonstrated the caring nature of the town and community towards the district.

Trustee Owen expressed his joy in visiting Bay View Elementary, emphasizing his appreciation for being part of the community. He congratulated the Soquel High football team for their success, saying their win brought the community together in celebration.

Trustee Kelley had no report to share.

Board President's Report

Board President Vestal began her report by commending the Soquel High football team and expressing happiness over the student player's high GPA. She mentioned insights from an interview with Soquel High's head coach, where they discussed the systems in place to support students. Trustee Vestal also shared her positive experience visiting Westlake, where she engaged with students and enthusiastic teachers. She concluded her report with details about the Wellness meeting, mentioning Life Lab partners' support for outdoor education sites through space and professional development, and curriculum enhancement.

APPROVAL OF MINUTES

1. Trustee Threet motioned to approve the minutes of October 25, 2023 Meeting. Trustee Meeker seconded the motion.

The motion was passed by the following roll call vote:

Roll Call Vote: Meeker – Yes	Kelley – Yes	Threet – Yes	Grossman – Yes
Coonerty – Yes	Vestal – Yes	Owen – Yes	

Student Trustee Simon recommended a yes vote on this matter.

Student Trustee Vazquez Veloz recommended a yes vote on this matter.

Student Trustee Von Worley recommended a yes vote on this matter.

MSP (Threet/Meeker) 7-0, the Board of Education approved the Minutes of October 25, 2023 Meeting.

2. Trustee Threet motioned to approve the minutes of November 8, 2023 Meeting. Trustee Kelley seconded the motion.

The motion was passed by the following roll call vote:

Roll Call Vote: Meeker – Yes	Kelley – Yes	Threet – Yes	Grossman – Yes
Coonerty – Yes	Vestal – Yes	Owen – Yes	

Student Trustee Simon recommended a yes vote on this matter.

Student Trustee Vazquez Veloz recommended a yes vote on this matter.

Student Trustee Von Worley recommended a yes vote on this matter.

MSP (Threet/Meeker) 7-0, the Board of Education approved the Minutes of November 8, 2023 Meeting.

3. Trustee Kelley motioned to approve the minutes of December 6, 2023 Meeting. Trustee Grossman seconded the motion.

The motion was passed by the following roll call vote:

Roll Call Vote: Meeker – Yes	Kelley – Yes	Threet – Yes	Grossman – Yes
Coonerty – Abstain	Vestal – Yes	Owen – Yes	

Student Trustee Simon recommended a yes vote on this matter.

Student Trustee Vazquez Veloz recommended a yes vote on this matter.

Student Trustee Von Worley recommended a yes vote on this matter.

MSP (Kelley/Grossman) 6-1-0, the Board of Education approved the Minutes of December 6, 2023 Meeting.

4. Trustee Kelley motioned to approve the minutes of December 6, 2023 Special Meeting. Trustee Grossman seconded the motion.

The motion was passed by the following roll call vote:

Roll Call Vote: Meeker – Yes	Kelley – Yes	Threet – Yes	Grossman – Yes
Coonerty – Yes	Vestal – Abstain	Owen – Yes	

Student Trustee Simon recommended a yes vote on this matter.

Student Trustee Vazquez Veloz recommended a yes vote on this matter.

Student Trustee Von Worley recommended a yes vote on this matter.

MSP (Kelley/Grossman) 6–1-0, the Board of Education approved the Minutes of December 6, 2023 Special Meeting.

GENERAL PUBLIC BUSINESS

Closed Session Items

Report of Actions Taken in Closed Session

1. Ms. Coito provided an update regarding the Special Education Final Settlement Agreement. Vote 7-0.

2. Ms. Parks had no information to share with the Board on Certificated/Classified/Management Leaves, Retirements, Resignations & Appointments.
3. Ms. Parks had no information to share regarding Public Employee Discipline/Dismissal/Release/Complaints.
4. Ms. Parks provided an update to and received direction from Trustees regarding negotiations with the GSCFT.
5. Ms. Parks provided an update to and received direction from Trustees regarding negotiations with the SCCCE.
6. Ms. Parks provided an update to and received direction from Trustees regarding negotiations with the SCCS Association of Managers and Administrators.
7. Ms. Parks provided an update to and received direction from Trustees regarding negotiations with the SCCS Confidential Unit.
8. Ms. Munro provided an update to and received direction from Trustees regarding negotiations with the Non-Represented Assistant Superintendents.

Acknowledgement of Gifts

Driscoll and the Community Foundation donated \$10,000 to Soquel High School's Football Team to support their participation in the California State Championship.

ITEMS TO BE TRANSACTED AND/OR DISCUSSED

8.2.1.1 Staff Report: Art & Music Programs Update

Assistant Superintendent Coito introduced Director Julia Hodges to present the Art and Music Programs Update. An extensive presentation was provided by music and art staff from all of our schools. Santa Cruz City Schools students have a variety of opportunities in both art and music. Music classes foster a sense of unity and connect different cultures as well as encourage students to be vulnerable as they learn new skills. Music encourages creative thinking, discipline, leadership, and problem solving. Art classes help students to learn communication, collaboration, creativity, problem solving, self evaluation and perseverance. SCCS students learn all mediums of art throughout their school career. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

8.2.2.1 Staff Report: Local Control Accountability Plan Update: Integrated English Language Development

Assistant Superintendent Coito introduced Director Julia Hodges and Teacher on Special Assignment Kristen Cameron to present the Local Control Accountability Plan Update on Integrated Language Development (I-ELD). Both our Local Control Accountability Plan and our English Learner Master Plan outline our effort to continuously improve instruction and outcomes for our multilingual students. Staff provided an update on professional development and the implementation Integrated English Language Development (I-ELD) at each grade span. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

8.2.3.1 Staff Report: Bond Budget Update

Superintendent Munro Introduced Trevor Miller Director of Maintenance and Operations to present the Bond Budget Update. Each quarter staff presents an update on Bond expenditures and the projected budget for the fiscal year. This report reflects Bond expenditures and encumbrances through November 31, 2023. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

8.2.4.1

New Business: AB1200 for Tentative Agreement with GSCFT

Superintendent Munro reported that the AB1200 Disclosure of Costs for the proposed agreement for 2023-24 will provide a 5.25% increase on the certificated salary schedule, retroactive to July 1, 2023. Superintendent Munro recommended approval of the AB1200.

Trustee Grossman motioned to approve the AB1200 for Tentative Agreement with GSCFT. Trustee Owen seconded the motion.

The motion was passed by the following roll call vote:

Roll Call Vote: Meeker – Yes	Kelley – Yes	Threet – Yes	Grossman – Yes
Coonerty – Yes	Vestal – Yes	Owen – Yes	

Student Trustee Simon recommended a yes vote on this matter.

Student Trustee Vazquez Veloz recommended a yes vote on this matter.

Student Von Worley recommended an Abstain vote on this matter.

MSP (Grossman/Owen) 7-0, the Board of Education approved the AB1200 for Tentative Agreement with GSCFT.

8.2.4.1

New Business: AB1200 for Tentative Agreement with SCCCE

Superintendent Munro reported that the AB1200 Disclosure of Costs for the proposed agreement for 2023-24 will provide a 5.25% increase on the classified salary schedule, retroactive to July 1, 2023. Superintendent Munro recommended approval of the AB1200.

Trustee Owen motioned to approve AB1200 for Tentative Agreement with SCCCE. Trustee Meeker seconded the motion.

The motion was passed by the following roll call vote:

Roll Call Vote: Meeker – Yes	Kelley – Yes	Threet – Yes	Grossman – Yes
Coonerty – Yes	Vestal – Yes	Owen – Yes	

Student Trustee Simon recommended a yes vote on this matter.

Student Trustee Vazquez Veloz recommended a yes vote on this matter.

Student Von Worley abstained from a vote on this matter.

MSP (Owen/Meeker) 7-0, the Board of Education approved the AB1200 for Tentative Agreement with SCCCE.

8.2.4.1

New Business: Tentative Agreement with GSCFT

Assistant Superintendent Parks reported that a Tentative Agreement was reached on December 17, 2023 between Santa Cruz City Schools and the Greater Santa Cruz Federation of Teachers. The proposed agreement for 2023-24 will provide a 5.25% increase on the certificated salary schedule, retroactive July 1, 2023. Assistant Superintendent Parks recommended approval of the Tentative Agreement with GSCFT.

Matt Bruner, Co-President of the GSCFT, made a public comment expressing gratitude to Assistant Superintendent Parks and everyone on the negotiations team, as well as colleagues at the union table, for their efforts throughout the lengthy process. Mr. Bruner highlighted the

history of negotiations leading to positive outcomes for both teachers and the district, expressing hope for continuing this process in the future. He also thanked the Board.

Trustee Threet motioned to approve the Tentative agreement with GSCFT. Trustee Grossman seconded the motion.

The motion was passed by the following roll call vote:

Roll Call Vote: Meeker – Yes	Kelley – Yes	Threet – Yes	Grossman – Yes
Coonerty – Yes	Vestal – Yes	Owen – Yes	

Student Trustee Simon recommended a yes vote on this matter.

Student Trustee Vazquez Veloz recommended a yes vote on this matter.

Student Von Worley abstained from a vote on this matter.

MSP (Threet/Grossman) 7-0, the Board of Education approved the Tentative agreement with GSCFT.

8.2.4.1 New Business: Tentative Agreement with SCCCE

Assistant Superintendent Parks reported that a Tentative Agreement was reached on December 17, 2023 between Santa Cruz City Schools and the Santa Cruz Council of Classified Employees. The proposed agreement for 2023-24 will provide a 5.25% increase on the certificated salary schedule, retroactive July 1, 2023. Assistant Superintendent Parks recommended approval of the Tentative Agreement with SCCCE.

Trustee Grossman motioned to approve Tentative agreement with SCCCE. Trustee Owen seconded the motion.

The motion was passed by the following roll call vote:

Roll Call Vote: Meeker – Yes	Kelley – Yes	Threet – Yes	Grossman – Yes
Coonerty – Yes	Vestal – Yes	Owen – Yes	

Student Trustee Simon recommended a yes vote on this matter.

Student Trustee Vazquez Veloz abstained from a vote on this matter.

Student Von Worley abstained from a vote on this matter.

MSP (Grossman/Owen) 7-0, the Board of Education approved the Tentative agreement with SCCCE.

GENERAL PUBLIC BUSINESS

Consent Agenda

8.3.1.1 Second Quarter William’s Report, 8.3.1.2 School Accountability Report Cards, 8.3.1.3 Overnight Field Trip Request: Soquel High School – Hollywood Heritage Music Festival, 8.3.1.4 International Field Trip Request: Soquel High School – Biotech CTE Class to London, 8.3.1.5 Out of State Travel Request: Special Education, 8.3.1.6 A-G Grant Progress Report, 8.3.2.1 Purchase Orders, Bids & Quotes, 8.3.2.2 Warrant Register, 8.3.2.3 Budget Transfers, 8.3.2.4 Disposition of Surplus, 8.3.2.5 Notice of Completion, 8.3.3.1 Certificated Personnel Actions, 8.3.3.2 Classified Personnel Actions, 8.3.3.3 Annual Resolution 10-23-24: Tie Breaker Criteria, 8.3.3.4 Annual Resolution 11-23-24: District Needs, 8.3.3.5 Revised Job Description: Mental Health Specialist, 8.4.1.1

Memorandum of Understanding: Cabrillo College – Running Start, 8.4.1.2 Contract: Galileo Summer Camp, 8.4.2.1 Flash Storage Arrays Project Proposal for Information Technology Department, 8.4.2.2 Contract: Cisco Umbrella Fire Wall Protection Renewal and Upgrade, 8.4.2.3 Harbor High Marquee Repair, 8.4.2.4 Chromebook Purchase with Warranty, 8.4.2.5 Sierra Schools Equipment: Quote: Gault Elementary Schools New Building Furniture, 8.5.1 Bosco Construction Services, Inc.: Change Order 1: DeLaveaga Elementary School Cold Storage, 8.5.2 E-Control Systems, Inc.: Quote: DeLaveaga Elementary School Cold Storage Temperature Sensors, 8.5.3 Fiber Optic Telecom International: Proposal: Soquel High School Electronic Key Card System Access Control Implementation, 8.5.4 M3 Environmental: Proposal: DeLaveaga Elementary School Cold Storage, 8.5.5 Moore Twining: Change Order 1: Santa Cruz High School C&D Modernization Special Inspection and Materials Testing, 8.5.6 Santa Clara Valley Construction Inspections: Change Order 1: Gault Elementary School, 8.5.7 SC Builders: Change Order 2: Soquel High School Fitness Room Modernization Increment 2, 8.5.8 TekVisions Inc.: Quote: Santa Cruz High School Food Service Point of Sale Machines

Trustee Owen motioned to approve the consent agenda. Trustee Meeker seconded the motion.

The motion was passed by the following roll call vote:

Roll Call Vote: Meeker – Yes	Kelley – Yes	Threet – Yes	Grossman – Yes
Coonerty – Yes	Vestal – Yes	Owen – Yes	

Student Trustee Simon recommended a yes vote on this matter.

Student Trustee Vazquez Veloz abstained from a vote on this matter.

Student Von Worley recommended a yes vote on this matter.

8.6 Discussion: Possible Items for Future Meeting Agendas

None

9. Adjournment of Meeting

As there was no further business to come before the Board of Education, Board President Vestal adjourned this Regular Meeting at 8:43 p.m.

Board Meeting Schedule Information

1. The Study Session on January 31, 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 Regular Board Meeting on February 14, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
3. The Regular Board Meeting on February 28, 2024, 6:30 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 March 13, 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 Regular Board Meeting on March 27, 2024, 6:30 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 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.
7. The Study Session on April 24, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
8. 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.
9. The Study Session on May 22, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.

10. 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.
11. 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.

*For more details about this meeting, please visit our district website and listen to the meeting recording:

http://sccs.net/board_of_education

Respectfully submitted,

Kris Munro, Superintendent
Santa Cruz City Schools

Claudia Vestal, President
Board of Education

**MINUTES OF THE STUDY SESSION
OF THE SANTA CRUZ CITY SCHOOLS BOARD OF EDUCATION
FOR THE ELEMENTARY AND SECONDARY DISTRICTS
February 7, 2024**

Convene Closed Session

Board President Vestal called this Closed Session Meeting to order at 5:10p.m.

Public Comments for Closed Session Agenda Items

None

Assistant Superintendent Coito left the meeting at 6:40p.m.

Convene Open Session

Board President Vestal called this Study Session Meeting Open Session to order at 6:41p.m.

Attendance at Meeting

Claudia Vestal	Kevin Grossman	John Owen	Patricia Threet
Angela Meeker	Kyle Kelley	Sheila Coonerty	

Student Board Representative, Jimena Vazquez Veloz

Student Board Representative, Zach Von Worley

Absent: Student Board Representative, Matthew Simon

Jim Monreal, Assistant Superintendent, Business Services

Kris Munro, Superintendent

Absent: Dorothy Coito, Assistant Superintendent, Education Services

Absent: Molly Parks, Assistant Superintendent, Human Resources

Members of the Audience

Welcome and Format

Board President Vestal welcomed those in attendance and explained the format used for this Study Session of the Board of Education.

Agenda Changes, Additions, or Deletions

None

PUBLIC COMMENTS

MichaelDavid Creamer made a public comment regarding the potential purchase of the Pacific Cultural Center (PCC). Mr. Creamer asked the Board to consider the cultural and historical significance of the PCC as a place of community gathering for Santa Cruz. Mr. Creamer expressed his hopes that the Board either does not approve the purchase of the property or that the Board renovates the building.

Tara Miller made a public comment regarding the PCC requesting that the Board make time on a later agenda to discuss their plans for the purchase of the PCC.

Carla H. Brown made a public comment regarding the PCC to express her support for MichaelDavid Creamer's requests to keep the PCC as a cultural community hub for Santa Cruz.

Rafah, no last name given, made a public comment regarding the PCC. He gave his support to MichaelDavid Creamer and those before him regarding keeping the PCC for community use.

GENERAL PUBLIC BUSINESS

Closed Session Items

Report of Actions Taken in Closed Session

1. Ms. Coito provided Trustees with information regarding student expulsion #05-23-24.
2. Ms. Coito provided Trustees with information regarding student expulsion #06-23-24.
3. The Board discussed public employee performance evaluation (Govt. Code Section 54957).

Vote on Student Expulsion #05-23-24

Trustee Owen motioned to accept the District's recommendation to expel student #05-23-24. Trustee Grossman seconded the motion.

MSP (Owen/Grossman) 7-0, the Board of Education voted to expel student #05-23-24.

Vote on Student Expulsion #06-23-24

Trustee Owen motioned to accept the District's recommendation to expel student #06-23-24. Trustee Kelley seconded the motion.

MSP (Owen/Kelley) 7-0, the Board of Education voted to expel student #06-23-24.

ITEMS TO BE TRANSACTED AND/OR DISCUSSED

5.2.1 School Board Recognition Month

Superintendent Munro recognized the Board for School Board Recognition Month. Superintendent Munro expressed her gratitude for the work that the board does and thanked them for their dedication and service. Trustees and Student Trustees received a bouquet from the Floral Design CTE class at Soquel High with teacher Marion Stevens. The Advanced Woodshop CTE class, with teacher Peter Bossaci, at Santa Cruz High gave the Trustees trivets and the Student Trustees wooden pens.

5.2.2 Contract: Business Services: Proposal for 2023-24 Demographics and Enrollment Projections Service

Assistant Superintendent Monreal brought forward a Proposal for 2023-24 Demographics and Enrollment Projections Services. The proposal from SchoolWorks, Inc. aims to research and develop both short and long-term enrollment projections for SCCS. In 2022, FCMAT, the State's Fiscal Crisis and Management Assistance Team, projected a 17% decline in enrollment for Santa Cruz County Schools. Enrollment for the 2023-24 school year came in higher than projected. The proposal considers anticipated changes from the recent addition of Transitional Kindergarten, new housing developments, as well as county and state data. District staff utilizes these projections to inform future budget and facilities planning. SchoolWorks will also update the District's online locator to match recent boundary changes. Assistant Superintendent Monreal recommended approval of this proposal. Trustees asked questions and had discussion.

Trustee Grossman motioned to approve the Contract: Business Services: Proposal for 2023-24 Demographics and Enrollment Projections Service. Trustee Meeker seconded the motion.

Student Von Worley abstained from a vote on this matter.

Student Trustee Vazquez Veloz abstained from a vote on this matter.

MSP (Grossman/Meeker) 7-0, the Board of Education voted to approve the Contract: Business Services: Proposal for 2023-24 Demographics and Enrollment Projections Service.

5.2.3 New Business: CSBA Board Policies for First and/or Final Reading

Superintendent Munro introduced the CSBA Board Policies for First and/or Final Reading. Policies are submitted through the GAMUT online board policy book updating process, which uses CSBA recommendations for review and change approximately six times per year in participating districts. These recommendations reflect recent changes in education code and/or case law. The policies have been reviewed by staff to ensure that any required customization for Santa Cruz City Schools has been included. Trustees asked questions and had discussion.

Trustee Owen motioned to approve the CSBA Board Policies for the First and Final Reading. Trustee Kelley seconded the motion.

Student Von Worley abstained from a vote on this matter.

Student Trustee Vazquez Veloz abstained from a vote on this matter.

MSP (Owen/Kelley) 7-0, the Board of Education voted to approve the CSBA Board Policies for the First and Final Reading.

5.2.4 Study Session: Governance

Facilitator Carolyn Post and Superintendent Munro provided materials to the Trustees to guide discussion.

Pace and Flow of Meetings

The Governance team reviewed roles, responsibilities, and meeting norms and agreements. The Board shared ideas and discussed how to be more efficient in presentations and discussions during meetings. The Board discussed start times for Closed Session, ways to take collective responsibility to keep the meeting moving forward, how to appropriately ask for items to be added to the agenda and reviewed the Governance Handbook.

Idea from Masters in Governance

Trustees reviewed a template which includes governance protocols and a Robert's Rules of Order cheat sheet. The Board agreed they would like to have the template laminated and placed at the dais for reference at each board meeting.

Educator Housing

The Board reviewed the next steps for Educator Housing. Trustees Kelley and Owen, who are on the Educator Housing Sub Committee, expressed that they were happy with the progress on the project as it stands currently.

Committee Assignments

Board President Vestal reviewed the District Committees with the Board. Trustees volunteered for committees. Board President Vestal assigned Trustees to their proposed District Committees.

Review of Governance Calendar

Finally, Superintendent Munro reviewed the 2024-25 Governance Calendar and explained its use and purpose to the Board. The Board discussed the calendar and provided input on meeting planning.

Meeting Evaluation

Trustees were asked to provide feedback on the study session.

Trustees asked questions and made comments throughout the evening.

6. Adjournment of Meeting

As there was no further business to come before the Board of Education, Board President Vestal adjourned this Study Session Meeting at 9:16 p.m.

Board Meeting Schedule Information

1. The Regular Board Meeting on February 14, 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 Regular Board Meeting on February 28, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
3. The Regular Board Meeting on March 13, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
4. The Study Session Board Meeting on March 27, 2024, 6:00 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
5. 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.
6. The Study Session 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.
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9. 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.
10. 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.

*For more details about this meeting, please visit our district website and listen to the meeting recording:

http://sccs.net/board_of_education

Respectfully submitted,

Kris Munro, Superintendent
Santa Cruz City Schools

John Owen, President
Board of Education

**MINUTES OF THE REGULAR MEETING
OF THE SANTA CRUZ CITY SCHOOLS BOARD OF EDUCATION
FOR THE ELEMENTARY AND SECONDARY DISTRICTS
February 14, 2024**

Convene Closed Session

Board President Vestal called this Closed Session Meeting to order at 5:10p.m.

Public Comments for Closed Session Agenda Items

None

Convene Open Session

Board President Vestal called this Regular Meeting Open Session to order at 6:34 p.m.

Attendance at Meeting

Patricia Threet Kevin Grossman Claudia Vestal

Remote: Kyle Kelley

Absent: Sheila Coonerty, Angela Meeker, and John Owen

Student Board Representative, Matthew Simon

Student Board Representative, Jimena Vazquez Veloz

Student Board Representative, Zach Von Worley

Dorothy Coito, Assistant Superintendent, Educational Services

Jim Monreal, Assistant Superintendent, Business Services

Kris Munro, Superintendent

Absent: Molly Parks, Assistant Superintendent, Human Resources

Members of the Audience

Welcome and Format

Board President Vestal welcomed those in attendance and explained the format used for this Regular Meeting of the Board of Education.

3.3 Agenda Changes, Additions, or Deletions

None

3.4 Remote Attendance

Superintendent Munro requested approval of the board on behalf of Trustee Kelley to be allowed to attend remotely per AB 2449 Remote Attendance permissions. Trustee Kelley requested remote attendance via the emergency circumstance exemption. Trustee Kelley was ill.

Trustee Threet motioned to approve Trustee Kelley to attend remotely per AB 2449 Remote Attendance. Trustee Grossman seconded the motion.

Student Trustee Simon recommended a yes vote on this matter.

Student Trustee Vazquez Veloz recommended a yes vote on this matter.

Student Von Worley recommended a yes vote on this matter.

The motion was passed by the following roll call vote:

Roll Call Vote: Threet – Yes

Grossman – Yes

Vestal – Yes

Kelley – Yes

PUBLIC COMMENTS

None

SUPERINTENDENT’S REPORT

Superintendent’s Report

Superintendent Munro began by congratulating the ten students who participated in the Interact Rotary Speech Contest, where four students were recognized for their strong work and one will move on to the finals. Ms. Munro mentioned that Mock Trial would also be participating in finals later this week. Superintendent Munro then discussed her attendance at the ACSA Superintendents Symposium where she sat in on seminars ranging in topics from student mental health resources to leadership training. Ms. Munro shared that the Business Department is preparing for their second interim budget report and that there have been many meetings throughout the district to communicate about the current year and to plan for the next.

Student’s Report

Student Board Representative Simon shared that Soquel High had Valentine’s Day Grams delivered across the campus today. Mr. Simon shared that the Biotech 2 CTE class is currently on a trip through the United Kingdom where they will be learning about scientific history to gain a broader understanding of the topics shared in their classes.

Student Board Representative Vazquez-Veloz informed the Board that Harbor’s Winter Formal theme was voted to be “Under the Northern Lights”. Harbor’s medtech class hosted a blood drive, and the Varsity Basketball team held a Harvest Food drive. Ms. Vazquez-Veloz shared that students have been busy preparing for exams and IB class testing. She concluded her report by congratulating Harbor’s Interact Club for participating in the Rotary Speech Contest.

Student Board Representative Von Worley shared that both of Santa Cruz High’s Basketball teams won and are headed to CSS, along with the boys Soccer team. Mr. Von Worley shared that their Mock Trial team is currently second in the league to Pacific Collegiate School, saying he was proud to see a public school high in the ranks. Mr. Von Worley discussed that SCHS also had Valentine’s Day Grams, where students could pay \$5 to have a friend sung to by the choir. Mr. Von Worley concluded his report by relaying that a presenter came to the school to speak about their experience in the Holocaust, saying he was glad to have heard their chilling perspective.

BOARD MEMBERS’ REPORTS

Board Members’ Reports

Trustee Threet began by stating that she was happy that sites are open to hosting blood drives again, saying she was happy to have donated blood at the Soquel High event hosted by the American Red Cross. Ms. Threet then congratulated the winter sports teams for their successes, and shared her joy that so many students and staff were involved in the events that follow the games. Trustee Threet concluded her report by discussing her visit to SCHS where she found valuable insight from Principal Poirer and Superintendent Munro about the different challenges that face each site.

Trustee Grossman shared that he attended the Back to School nights at SCHS and MHMS and was happy to meet his children’s teachers and hear what they will be learning in the second half of the year. Mr. Grossman spoke about having just completed his fourth Masters in Governance course where the topic was Human Resources and Collective Bargaining, saying it has been integral to his learning as a new Trustee. Mr. Grossman shared that he attended an exciting SCHS Varsity Girls Basketball game and congratulated the team for moving on to the next round. Trustee Grossman concluded his report by reiterating Trustee Threet’s sentiment that meeting with Principal Poirer and Superintendent Munro at SCHS was incredibly valuable with excellent conversation.

Trustee Kelley shared that he attended the Educator Housing Committee meeting where he met with building and design partners. The committee reviewed a draft programming document timeline, processes to obtain city permits, and the Educator Housing Bill to be certain they are locking in objective standards for the project. Prior to the meeting Trustee Kelley met with the city and stated that he was excited to see the collaboration between the two entities to keep the project moving forward.

Board President’s Report

Board President Vestal attended the SCZBA meeting where she saw Trustee Kelley give an abridged version of his presentation from the CSBA Conference on Artificial Intelligence. Ms. Vestal attended the LGBTQ+ Huddle where there was county wide attendance. She said it was great to hear the successes and challenges different organizations have faced while working towards LGBTQ+ support for all students countywide. Trustee Vestal then shared that at the LGBTQ+ Task Force Meeting they discussed the use of pronouns, name changes and the legal parameters regarding whether students need parental consent for said name changes. Trustee Vestal concluded her report by discussing her visit to the DELTA Board Special Meeting and her visit to Harbor High School with Principal Hernandez and Trustee Kelley.

APPROVAL OF MINUTES

1. Trustee Threet motioned to approve the Minutes of the December 13, 2023 Meeting. Trustee Grossman seconded the motion.

Student Trustee Simon recommended a yes vote on this matter.
Student Trustee Vazquez Veloz recommended a yes vote on this matter.
Student Von Worley recommended a yes vote on this matter.

The motion was passed by the following roll call vote:

Roll Call Vote: Threet – Yes Grossman – Yes Vestal – Yes Kelley – Yes

MSP (Threet/Grossman) 4-0, with 3 absences, the Board of Education approved the Minutes of the December 13, 2023 Meeting.

2. Trustee Threet motioned to approve the Minutes of the December 13, 2023 Finance Authority Meeting. Trustee Grossman seconded the motion.

Student Trustee Simon recommended a yes vote on this matter.
Student Trustee Vazquez Veloz recommended a yes vote on this matter.
Student Von Worley recommended a yes vote on this matter.

The motion was passed by the following roll call vote:

Roll Call Vote: Threet – Yes

Grossman – Yes

Vestal – Yes

Kelley – Yes

MSP (Threet/Grossman) 4-0, with 3 absences, the Board of Education approved the Minutes of the December 13, 2023 Finance Authority Meeting.

GENERAL PUBLIC BUSINESS

Closed Session Items

Report of Actions Taken in Closed Session

1. Ms. Coito provided trustees with information regarding student expulsion #07-23-24.
2. Ms. Coito provided trustees with information regarding student expulsion #08-23-24.
3. Ms. Coito provided trustees with information regarding student expulsion #09-23-24.
4. Mr. Monreal provided trustees with information regarding Real Property Negotiators (Govt. Code Section 44956.8).
5. Ms. Munro shared information with and received direction from the Board on Certificated/Classified/Management Leaves, Retirements, Resignations & Appointments.
6. Ms. Munro had no information to share regarding Public Employee Discipline/Dismissal/Release/Complaints.
7. Ms. Munro provided an update regarding negotiations with the GSCFT.
8. Ms. Munro provided an update regarding negotiations with the SCCCE.

Vote on Student Expulsion #07-23-24

Trustee Threet motioned to accept the District’s recommendation to expel student #07-23-24. Trustee Grossman seconded the motion.

The motion was passed by the following roll call vote:

Roll Call Vote: Threet – Yes

Grossman – Yes

Vestal – Yes

Kelley – Yes

Vote on Student Expulsion #08-23-24

Trustee Threet motioned to accept the District’s recommendation to expel student #08-23-24. Trustee Grossman seconded the motion.

The motion was passed by the following roll call vote:

Roll Call Vote: Threet – Yes

Grossman – Yes

Vestal – Yes

Kelley – Yes

Vote on Student Expulsion #09-23-24

Trustee Grossman motioned to accept the District’s recommendation to expel student #09-23-24. Trustee Threet seconded the motion.

The motion was passed by the following roll call vote:

Roll Call Vote: Threet – Yes

Grossman – Yes

Vestal – Yes

Kelley – Yes

ITEMS TO BE TRANSACTED AND/OR DISCUSSED

8.2.1.1 Staff Report: Local Control Accountability Mid-Year Update

Assistant Superintendent Coito presented the Local Control Accountability Mid-Year Update. As this is a mid-year update, some metric outcomes are unknown, some are in progress, and some

are known. Similarly, some LCAP actions are in progress and some are completed. Santa Cruz City Schools continues to work to align human, time and fiscal resources to achieve the LCAP goals. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

8.2.1.2 Staff Report: CA School Dashboard Update

Assistant Superintendent Coito introduced Directors Shannon Calden and Julia Hodges to present the California School Dashboard Update. The California School Dashboard is an online tool designed to help communities across the state access important information about K–12 schools and districts. Results are presented for all districts, schools, and defined student groups (e.g., racial groups, low income, English learners, homeless, foster youth, and students with disabilities). Performance levels are calculated based on how current performance compares to past performance. This provides a more complete picture of performance than a point-in-time snapshot. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

8.2.2.1 New Business: District Financial Audit

Assistant Superintendent Monreal introduced Charles Raibley of Crowe to present an analysis of the 2022-23 external financial audit for the district through June 30, 2023. The District is required to have an independent financial audit performed annually in accordance with audit standards established for K-12 schools by the State Controller. Assistant Superintendent Monreal recommended approval of the District Financial Audit. Trustees asked questions and had discussion.

Trustee Threet motioned to approve the District Financial Audit. Trustee Grossman seconded the motion.

Student Trustee Simon recommended a yes vote on this matter.

Student Trustee Vazquez Veloz recommended a yes vote on this matter.

Student Von Worley recommended a yes vote on this matter.

The motion was passed by the following roll call vote:

Roll Call Vote: Threet – Yes Grossman – Yes Vestal – Yes Kelley – Yes

8.2.2.2 New Business: Measures A & B Audit Report

Assistant Superintendent Monreal introduced Charles Raibley of Crowe to present the Measures A & B Audit Report. Article XIII A of the California Constitution requires school districts that have passed general obligation bonds under the provision of Proposition 39 to conduct an annual performance audit to ensure that the funds have been expended only on the specific projects approved by the voters and specified by the Board of Education. Written analysis of each audit prepared by Crowe are included in their audit reports. Assistant Superintendent Monreal recommended approval of the Measures A & B Audit Report. Trustees asked questions and had discussion.

Trustee Grossman motioned to approve the Measures A & B Audit Report. Trustee Threet seconded the motion.

Student Trustee Simon recommended a yes vote on this matter.

Student Trustee Vazquez Veloz recommended a yes vote on this matter.

Student Von Worley recommended a yes vote on this matter.

The motion was passed by the following roll call vote:

Roll Call Vote: Threet – Yes Grossman – Yes Vestal – Yes Kelley – Yes

8.2.2.3 Staff Report: Governor’s Budget Proposal

Assistant Superintendent Monreal presented a report on the Governor’s Budget Proposal. Each January, the Governor presents the initial budget proposal for the upcoming fiscal year. District staff attended a workshop on 1/16/24 facilitated by School Services of California about the proposed education funding for the 2024-25 school year. Mr. Monreal presented highlights of the proposed Governor’s budget. Some highlights from the Governor’s Budget Proposal include: California Budget, Budget Shortfalls impact Cost of Living Adjustment (COLA), Historical Statutory COLAs, What’s not in the Education Budget, LCFE Entitlements for School Districts, Fluctuating Statutory COLAs from Dept. of Finance, State Categorical Programs receiving COLA, Minimum Wage Future Forecast, and Certificated and Classified Layoffs & State Budget Timelines. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

8.2.2.4 Staff Report: Preliminary Enrollment Projections

Assistant Superintendent Monreal presented a report on the Preliminary Enrollment Projections. Staff work with PowerSchool, formerly DecisionInsite, a demography service, to research and develop both short and long-term enrollment projections. The report outlined projections based on district and partner district data, housing development plans, and other factors. Given the changing demographics due to changing Regional Housing Needs Allocation (RHNA), staff have contracted with Schoolworks, a new demographer, that will provide another projection report to support the District with future planning. This report is based on PowerSchool data and will be updated when the District receives the Schoolworks report. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

Jody Kropholler, Co-President of GSCFT, began his public comment by thanking Superintendent Munro and the Board for continuing to be fiscally responsible. Mr. Kropholler shared concerns around cutting staff before true enrollment numbers are recorded, including summer enrollments. He shared with the Board his commitment to advocating for smaller class sizes.

GENERAL PUBLIC BUSINESS

Consent Agenda

8.3.1.1 Career Technical Education Advisory Recommendation, 8.3.1.2 Overnight Field Trip Request: Harbor High, 8.3.2.1 Purchase Orders, Bids & Quotes, 8.3.2.2 Warrant Register, 8.3.2.3 Disposition of Surplus, 8.3.2.4 Notice of Completion, 8.3.2.5 2nd Quarter Investment Report, 8.3.3.1 Certificated Personnel Actions, 8.3.3.2 Classified Personnel Actions, 8.4.1.1 Agreement for Professional Services: Total Vision, 8.4.1.2 Consultant Services Agreement: Pajaro Valley Prevention and Student Assistance, 8.4.1.3 Memorandum of Understanding: Neighbouring Districts: Special Education, 8.4.2.1 Contract: Climatec: Change Order 2: Energy Services Agreement, 8.4.2.2 Contract: Laptop Replacements, 8.4.2.3 Contract: Renewal: Zoom Teleconference Services, 8.4.2.4 Contract: Renewal: T-Mobile Hotspots, 8.4.4.1 Consultant Services Agreement: Lisa Fraser, 8.5.1 Dilbeck & Sons, Inc.: Quote: Soquel High School Door Replacement, 8.5.2 Dilbeck & Sons, Inc: Proposal: Harbor High School and Santa Cruz High School Door Hardware Replacement, 8.5.3 Fiber Optic Telecom International: Proposal: Harbor High School and Santa Cruz High Electronic Key Card System Access Control Implementation,

8.5.4 Kone Inc.: Proposal: DeLaveaga Elementary School Chair Lift Decommissioning, 8.5.5 Secureall: Quote: Card Reader Retrofit Kits

Trustee Grossman motioned to approve the consent agenda. Trustee Threet seconded the motion.

Student Trustee Simon recommended a yes vote on this matter.

Student Trustee Vazquez Veloz recommended a yes vote on this matter.

Student Von Worley recommended a yes vote on this matter.

The motion was passed by the following roll call vote:

Roll Call Vote: Threet – Yes Grossman – Yes Vestal – Yes Kelley – Yes

9. Discussion: Possible Items for Future Meeting Agendas

None

10. Adjournment of Meeting

As there was no further business to come before the Board of Education, Board President Vestal adjourned this Regular Meeting at 8:13 p.m.

Board Meeting Schedule Information

1. The Regular Board Meeting on February 28, 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 Regular Board Meeting on March 13, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
3. The Study Session Board Meeting on March 27, 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 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.
5. The Study Session 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.
6. 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.
7. 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.
8. 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.
9. 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.

*For more details about this meeting, please visit our district website and listen to the meeting recording:

http://sccs.net/board_of_education

Respectfully submitted,

Kris Munro, Superintendent
Santa Cruz City Schools

John Owen, President
Board of Education

**MINUTES OF THE SPECIAL MEETING SESSION
OF THE SANTA CRUZ CITY SCHOOLS BOARD OF EDUCATION
FOR THE ELEMENTARY AND SECONDARY DISTRICTS
February 28, 2024**

Convene Closed Session

Board President Vestal called this Special Meeting Closed Session to order at 5:29p.m.

Public Comments for Closed Session Agenda Items

None

Attendance at Meeting

Angela Meeker	John Owen	Patricia Threet	Kyle Kelley
Kevin Grossman	Sheila Coonerty	Claudia Vestal	

Student Board Representative, Matthew Simon
Student Board Representative, Zach Von Worley

Absent: Student Board Representative, Jimena Vazquez Veloz

Dorothy Coito, Assistant Superintendent, Education Services
Molly Parks, Assistant Superintendent, Human Resources
Kris Munro, Superintendent

Remote: Jim Monreal, Assistant Superintendent, Business Services

Members of the Audience

Welcome and Format

Board President Vestal welcomed those in attendance and explained the format used for this Special Meeting Session of the Board of Education. The meeting was called to address a timely update to negotiations since the time of publication of the Regular Board Meeting Agenda and Board Book.

Agenda Changes, Additions, or Deletions

None

GENERAL PUBLIC BUSINESS

Closed Session Items

Report of Actions Taken in Closed Session

1. Mr. Monreal provided trustees with information regarding Real Property Negotiators (Govt. Code Section 44956.8).

4. Adjournment of Meeting

As there was no further business to come before the Board of Education, Board President Vestal adjourned this Special Meeting at 6:35 p.m.

Board Meeting Schedule Information

1. The Regular Board Meeting on March 13, 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 on March 27, 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 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.
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5. 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.
6. 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.
7. 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.
8. 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.

*For more details about this meeting, please visit our district website and listen to the meeting recording:

http://sccs.net/board_of_education

Respectfully submitted,

Kris Munro, Superintendent
Santa Cruz City Schools

John Owen, President
Board of Education

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Annual District English Learner Advisory Council Report

MEETING DATE: April 10, 2024

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

BACKGROUND:

The purpose of the District English Learner Advisory Council (DELAC) is to provide guidance and recommendations to the Board of Education and the District staff on the needs and services for English Learners. Each California public school district, grades kindergarten through 12, with 51 or more English learners must form a District-level English Learner Advisory Committee or a subcommittee of an existing district-wide advisory committee. Parents or guardians of English Learners not employed by the district must constitute a majority of membership (51 percent or more) of the committee. Each site's English Learner Advisory Committee must have the opportunity to elect at least one member to the District English Learner Advisory Council. At each meeting, childcare and food are provided to support family engagement.

Staff and District English Learner Advisory Council parent members will provide an update to the Board.

FISCAL IMPACT:

\$1,000 Title I (Restricted)

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

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

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

District English Learner Advisory Council

2023-24 update

April 10, 2024



District English Learner Advisory Council requirements

*Topics that must be
covered to meet State
Mandates*

- Train members on roles & responsibilities
- Advise the district on English Learner
 - master plan
 - programs and services
 - procedures used to reclassify
 - notifications sent in writing to parents
- Assist in schools' need assessments
- Provide input to the Local Control & Accountability Plan (LCAP)



2023-24 Meetings

December 11, 2023:

- Training on roles and responsibilities
- Site needs assessment
- Reclassification procedures
- Written notifications
 - HW: get info from your DELAC about site needs

March 4, 2024:

- LCAP input/ Site Needs assessment
 - Get info from each site

May 6, 2024

- Dashboard data
- Site needs assessment
- Planning for next year



23-24 Outcomes

- Meetings scheduled between every two site English Learner Advisory Committee meetings allowing for a strong communication/feedback loop
- Participation has not increased as hoped
- Parent feedback indicates that the topics of discussion are of interest
- Evaluating impact of meeting frequency on participation



How does DELAC help to cultivate parent leadership?

Julianna Reyes
Judith Morales
Mariana Espana



2024-25 Meetings

- Continue to increase participation to ensure each school has representation
- Include topics beyond what is required that are of interest to parents
- Maintain opportunities for parent input
- Support the parent leadership of the District English Learner Advisory Council so they are more confident ambassadors to their site



Thank you!

- To Jose Quevedo for leading in Spanish & cooking dinner for every meeting
- To the District English Learner Advisory Council parents for giving their time & providing leadership for their schools



Questions?



SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Library Program Update

MEETING DATE: April 10, 2024

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

BACKGROUND:

Santa Cruz City Schools is fortunate to be the only district in Santa Cruz County to have school libraries staffed by credentialed librarians. Libraries play a critical role at each school by serving as dynamic learning hubs that support the holistic development of students, fostering a love for learning, critical thinking skills, and lifelong literacy habits.

Funded by parcel taxes and LCFF Base, full-time, credentialed Library Media Teachers (LMTs) support student achievement by providing access and guidance to age-appropriate online research resources, instruction on safe and ethical information practices and digital citizenship guidance. Offering a diverse and comprehensive collection of physical and digital reading materials, SCCS libraries support student social emotional health by supporting the intellectual, creative and cultural curiosity of students in a safe, protected space.

The SCCS librarians will share highlights of the library program with the Board.

FISCAL IMPACT:

Library Media Teachers	\$1,357,084.91 Measures T & U (Restricted) & LCFF Base (Unrestricted)
Library Media Assistants	\$437,055.30 Measures T & U (Restricted) & LCFF Base (Unrestricted)
Supplies	\$47,811 Lottery, LCFF Supplemental & Donations (Restricted) & LCFF Base (Unrestricted)
TOTAL	\$1,841,951.21

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.



Library Program Update

April 10, 2024

The Hub

The SCCS Library Media Centers serve as a “hub” for our schools- where students and staff come together to learn and grow

SCCS Library Media Centers



An Intellectual and Emotional Safe Place...

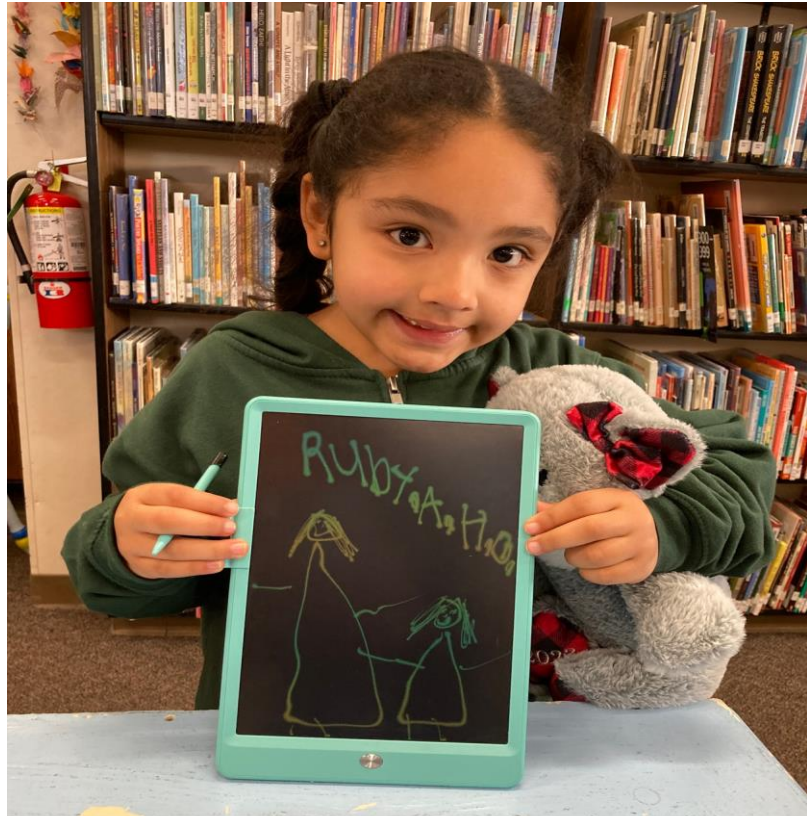


- **SEL support**
- **Safe space for all students**
- **Culturally responsive**
- **Protects First Amendment rights**
- **Supports intellectual and cultural curiosity**

An Intellectual and Emotional Safe Place *in action...*



An Intellectual and Emotional Safe Place *in action...*



My childhood library was small enough not to be intimidating. And yet I felt the whole world was contained in those two rooms. I could walk any aisle and smell wisdom. ~U.S. Poet Laureate Rita Dove 44/409

Information Experts

creating systems to enable access, building autonomous learning, providing resources & supplemental materials

Library Media Teachers (LMTs) are credentialed teachers who also hold a library services credential. LMTs develop & support academic achievement for students, staff, and school communities by providing:

- Access to age-appropriate online research resources with guidance on their utilization,
- Instruction on safe and ethical information practices, covering intellectual property and copyright law, privacy concerns, and source evaluation, &
- A diverse & comprehensive collection of both physical & digital reading materials.



Information Access

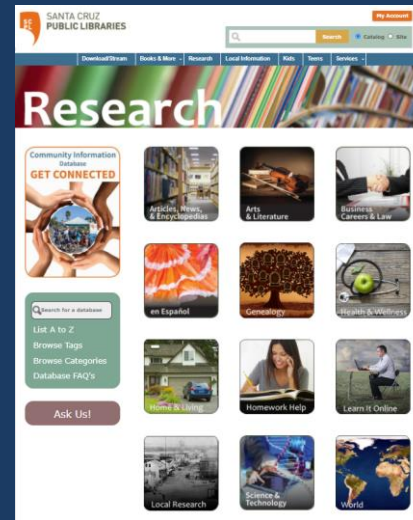


 LIBRARY

RESEARCH TOOLS

In today's world, information changes very quickly. More than ever, fact-checking, researching, and citing the ideas you hear and borrow are extremely important. It allows you to have access to and evaluate information, and it helps you to avoid plagiarizing someone else's ideas. The following web pages will help you:

- [Check your facts](#)
- [Find free public images](#)
- [Access the Santa Cruz Public Library Research Databases](#)
- [Access the online encyclopedia Britannica School](#)
- [Access ProQuest Databases](#)
- [Cite and create a Works Cited Page using MLA Formatting](#)
- [And, much, much, much more!](#)



HOW TO SPOT FAKE NEWS

 <p>CONSIDER THE SOURCE Click away from the story to investigate the site, its mission and its contact info.</p>	 <p>READ BEYOND Headlines can be outrageous in an effort to get clicks. What's the whole story?</p>
 <p>CHECK THE AUTHOR Do a quick search on the author. Are they credible? Are they real?</p>	 <p>SUPPORTING SOURCES? Click on those links. Determine if the info given actually supports the story.</p>
 <p>CHECK THE DATE Reposting old news stories doesn't mean they're relevant to current events.</p>	 <p>IS IT A JOKE? If it is too outlandish, it might be satire. Research the site and author to be sure.</p>
 <p>CHECK YOUR BIASES Consider if your own beliefs could affect your judgement.</p>	 <p>ASK THE EXPERTS Ask a librarian, or consult a fact-checking site.</p>



Multiliteracy Support

Librarians teach students to create & communicate through visual, textual, digital and technological literacies

The SCCS School Librarians provide opportunities for students to develop **21st Century literacy skills**

- Information & Media Literacy classes
- Digital Citizenship lessons
- Coding/Tech Clubs/Makerspaces
- Access & support for creative production using a variety of digital tools



Culturally Reflective & Sustaining

**Our library spaces,
programming, &
collections reflect the
lived experiences of
our students, families,
and community**

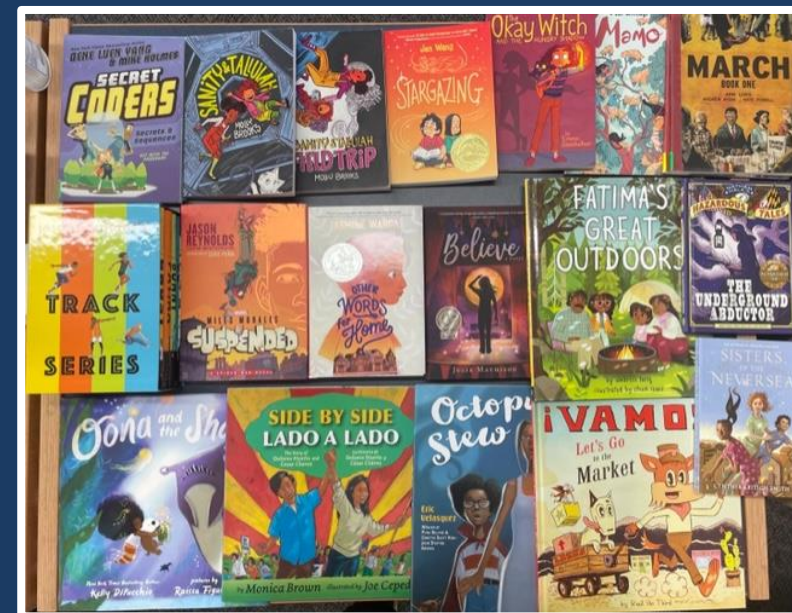
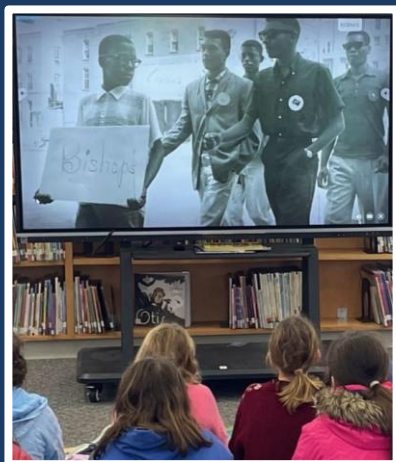
The SCCS School Libraries celebrate our students, staff, and school community by providing:

- Diverse & intentionally curated library collections, in multiple languages, to support the unique populations & communities at each school site
- Curriculum, monthly displays, guest speakers, events, relevant projects, book clubs, & celebrations
- Consistent evaluation & weeding of library materials to ensure currency and eliminate bias





Culturally Reflective and Sustaining *in action*



Community Partners

Community partners in school libraries provide resources, expertise, & support, enhancing learning opportunities & fostering community engagement & collaboration

- After School Academy
- Bookshop Santa Cruz
- Cabrillo College
- Closet Shopper
- County office of Education
- Cradle to Career
- CSLA
- Desert Moon Designs
- Good Times
- Pacific Cookie Co.
- Petroglyph
- Pizza My Heart
- PTA/PTSA/Boosters
- SJSU
- SC Cinemas
- SC County Librarians
- SC Public Library
- SC Sockshop
- SC Warriors
- SC Young Writers Project
- UCSC: Corre la voz
- The Lookout
- UCSC's Humanities Institute



Third Place

A space, separate from work or home, that facilitates social interaction & serves as an anchor for community life

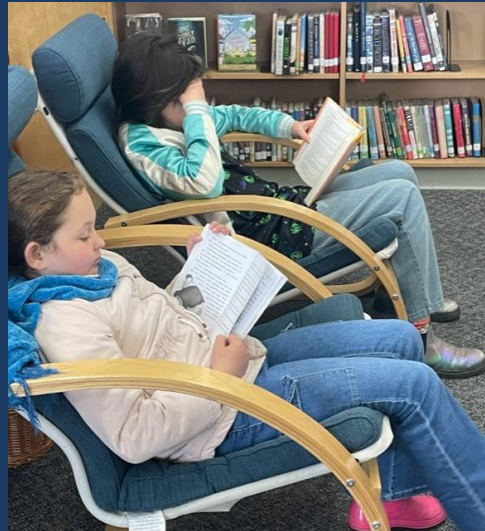
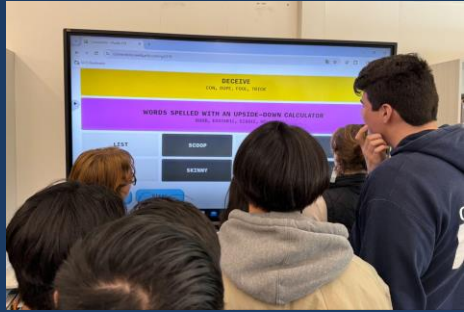
The SCCS School Libraries serve as a **responsive, collaborative, and flexible** “Third Place” for our students, staff, & school community by providing:

- Gathering spaces before & after school, during lunch and recess
- Meeting locations for student clubs & organizations
- Centers of creativity, intellectual curiosity, & digital access
- Safe harbors with caring and supportive adults



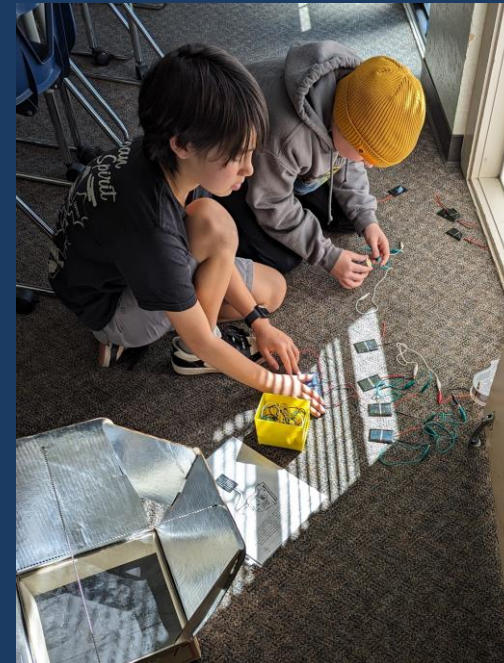


Third Places *in action*





Third Places *in action*..





SCCS Library Media Teams Branciforte Small Schools





SCCS Library Media Teams-Elementary



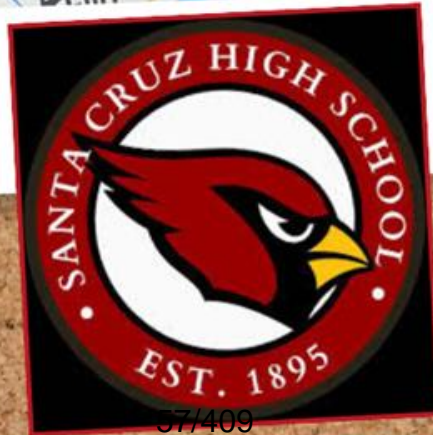


SCCS Library Media Teams - Middle School





SCCS Library Media Teams- High School



With community investment & district commitment, SCCS is the only District in Santa Cruz County to provide libraries staffed by credentialed librarians



Questions?



SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Recommendation for the Educator Housing Permit Process

MEETING DATE: April 10, 2024

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve recommendation for the Educator Housing permit process.

BACKGROUND:

The presentation will provide an overview of the two permitting pathways available to the District for the Educator Housing project. The two available pathways are a planned development permit or Assembly Bill (AB) 2295. The District has chosen to obtain a planned development permit because AB2295 would require 30 percent of the units to be allocated to low-income occupants, for which very few of District staff would qualify. Those units would have to be made available to people outside of the District, and this would not achieve our goal of providing staff housing.

FISCAL IMPACT:

None

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

Educator Housing Entitlement Pathways



April 10, 2024

nine
teen
SIX
196
ARCHITECTS & INTERIORS

61/409



AGENDA

STATE LEGISLATURE

OBJECTIVE STANDARDS

PROJECT DATA

PROCESS

ENTITLEMENT PATHWAYS

PERMITS REQUIRED

FINANCIAL ANALYSIS

DESIGN SCHEDULE

State Legislature

SB 1413 ESTABLISHES THE TEACHER HOUSING ACT OF 2016.

(SEPT. 2016): Allows school districts to build teacher-only affordable housing on district property.

AB 1157: SCHOOL SURPLUS PROPERTY USE FOR TEACHER HOUSING

(OCTOBER 2017): Streamlines the approvals process to encourage school districts to turn surplus property into district employee housing.

AB 2295: AB2295 ADDS GOV. CODE SECTION 65914.7 WHICH LESSENS THE ABILITY OF CITIES AND Counties to enforce zoning restrictions on school district staff housing projects.

TERM: JANUARY 1, 2024 THROUGH JANUARY 1, 2033.



Local



Objective Standards

SB 330
Housing Crisis Act
Prohibits imposing or enforcing new design standards established on or after January 1, 2020, that are not objective.

Implemented by...

CITY
Objective Design Standards
Housing Element
Rezoning

Leading to increased housing supply



Project data

APN 00316132 (OWNED BY SANTA CRUZ CITY SCHOOLS)

- 313 Swift Street, Santa Cruz, CA
- Current Zoning PF: Public Facilities
- Planned Development (PD)
- Parcel Area: 177,594 SF (4.077 AC)
- General Plan designation of CF (Community Facilities)
- Located in Coastal Zone (Coastal Exclusion Zone A)
- Designated an “Environmental Cleanup” site
- Portion of site in “Sensitive” & “Highly Sensitive” Archaeological Zones
- APN 00316149 (POTENTIAL ACCESS EASEMENT)
- 2125 Delaware Avenue Easement
- Parcel Area: 52,316 SF (1.20 AC)



City of Santa Cruz *Information Sheet*

Existing pedestrian access should be retained (*through Sergeant Derby Park*)

- Located within half-mile buffer of major transit location; no parking required for development project under AB2097. If provided, all Code and design requirements pertain
- Citywide Multifamily Object Design Standards apply if adopted by the California Coastal

Project requirements/limitations based on acreage:

- Maximum of 122 residential units
- With request for density bonus: maximum of 185 residential units



Site Analysis

Joint-Use Fields

Proposed Educator Housing Site

Proposed Easement

Mixed-Use

Gateway School

Headstart

Re-Use

Semi-Industrial

Swift Street

Delaware Ave
Delaware

Swift St

Unit Mix Options

STANDARDS:

Setbacks: 20' / 10'

Height Limit: 50'

Density: FAR 2.5

Parking 140

GOAL: ~ 80 UNITS

Unit mix:

10% Studio

25% 1 BEDROOMS

50% 2 BEDROOMS

15% 3 BEDROOMS

80 UNITS



Development Process



City of Santa Cruz - Entitlements Pathways Comparison

Planned Development Permit

Assembly Bill (AB) 2295

Senate Bill (SB) 330	Housing Crisis Act of 2019, streamlines housing approval by limiting new restrictions by local governments	
Zoning & General Plan Compliance	Planned Development Permit: discretionary, flexible land use permit in under existing zoning <i>City and Planning Commission approval</i>	AB 2295: affordable housing for educators that streamlines regulatory processes <i>Zoning Administrator @ some level</i>
Inclusionary Requirement	<ul style="list-style-type: none"> → Standard requirement - 20% affordable → Alternative compliance - No inclusionary → District must adhere to Teacher Housing Act to satisfy requirement 	<ul style="list-style-type: none"> → 30% of units are lower income → Majority of units affordable to lower or moderate-income → Requires formal agreement and annual compliance checks
Planning Review Process	<ul style="list-style-type: none"> → Planning Commission recommendation → City Council approval → Subject to appeals process 	<ul style="list-style-type: none"> → Zoning Administrator → Subject to appeals process
California Environmental Quality Act (CEQA)	<u>Class 32 Categorical Exemption:</u> <ul style="list-style-type: none"> → Qualify project as “urban infill”. → May Eliminate Environmental Impact Report (EIR) 	<u>Without Class 32 Categorical Exemption:</u> <ul style="list-style-type: none"> → EIR required with environmental impacts above threshold → Mitigated Negative Declaration (MND) required if impacts can be reduced below threshold.



Reports Required

- Archeological
- Deed
- Access Easements
- Record of Survey
- Topographical Survey
- Arborist Report
- Geotechnical investigation
- Hazardous Material
- Acoustic Study
- Traffic Study
- Operations & Plan



Permits Required

- Nonresidential Demolition Authorization Permit
- Coastal Development Permit
- Design Permit
- Technical Studies/Reports Required
- Phase I Environmental Site Assessment;
- Phase II possible, etc. required, depending on results of Phase I ESA
- Archaeological Evaluation
- California Environmental Quality Act (CEQA) determined subject to review by City's
 - Categorical exemption, or
 - Mitigated Negative Declaration (MND), or
 - Environmental Impact Report (EIR)



Permits Required

- Design Development - 5 Months
- Planning & Entitlement / CEQA - 9 Months
- Construction Documentation - 4 Months
- Building Permit - 3 Months
- Construction Phase - 22 Months

Occupancy Goal:
June 2027

ALTERNATIVE DESIGN BUILD ENTITY TIMELINES TO PERFORM

DESIGN PERIOD 300 DAYS

CONSTRUCTION PERIOD 660 DAYS

DOES NOT INCLUDE PERMITTING & APPROVAL TIMES





117 – YEAR DESIGN LEGACY
COMMUNITY

DEDICATED TO PROJECTS THAT ENRICH THE



April 10, 2024

Thinking forward for
schools and
communities.



DS&C

SANTA CRUZ CITY SCHOOLS

WORKFORCE HOUSING FINANCING



AB 2295 Income Limits

Income Category	# in Household							
	1	2	3	4	5	6	7	8
Area Median Income (AMI)	\$92,950	\$106,250	\$119,500	\$132,800	\$143,400	\$154,050	\$164,650	\$175,300
Lower Income (80% of AMI)	\$74,360	\$85,000	\$95,600	\$106,240	\$114,720	\$123,240	\$131,720	\$140,240
Moderate Income (120% of AMI)	\$111,540	\$127,500	\$143,400	\$159,360	\$172,080	\$184,860	\$197,580	\$210,360

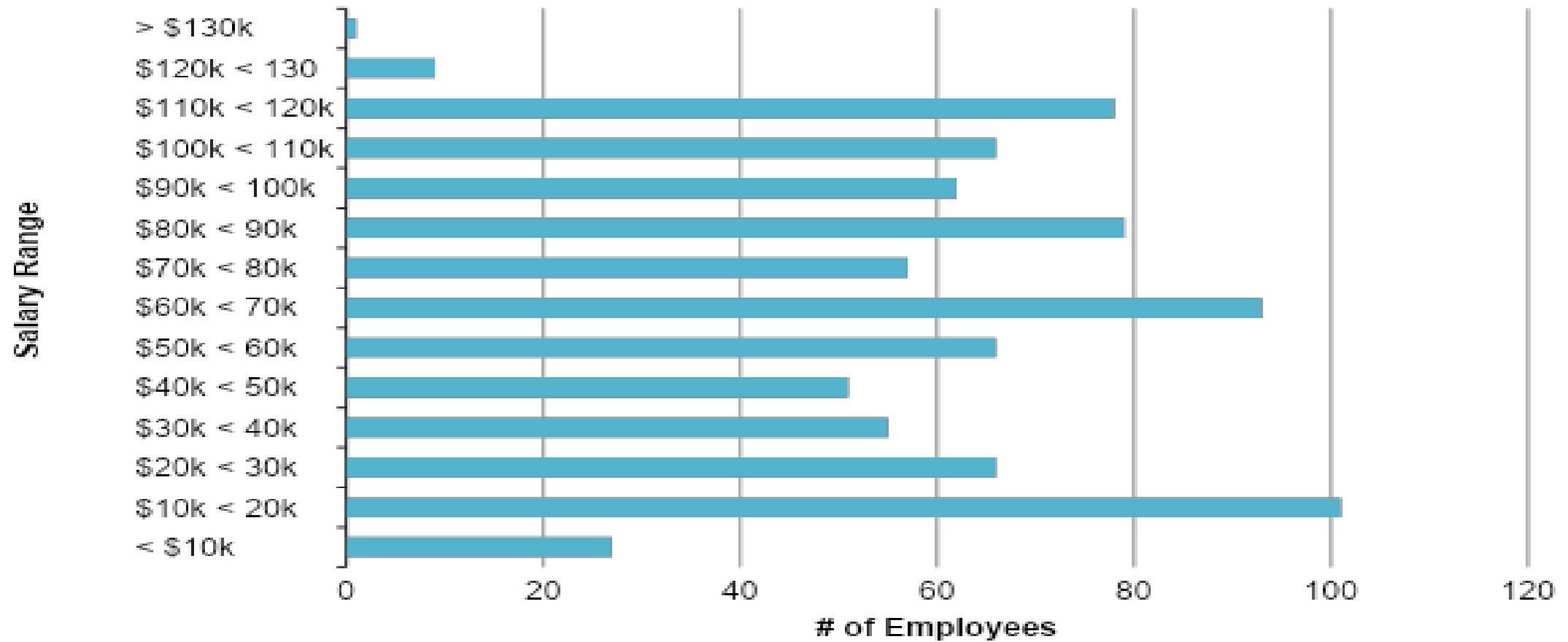
AB 2295 Requirements

- Majority of units affordable to moderate income households
- 30% of units affordable to lower income households

Source: CA Department of Housing and Community Development, June 2023

SCCS Employee Salaries

Certificated & Classified Annual Salaries
(Full and Part Time as of March 2024)



Source: The district

SCCS Employee AB 2295 Breakdown

Employee Income Category Assuming Single Person Household <i>Number of Employees (Percent of Total)</i>				
	Lower Income	Moderate Income	Above Moderate	Total
Full-Time	204 (25%)	234 (29%)	69 (9%)	507 (62%)
Part-Time	279 (34%)	25 (3%)	1 (<1%)	305 (38%)
Total	483 (59%)	259 (32%)	70 (9%)	812 (100%)

Potential Monthly Rents

Potential Rent Levels				
	Studio	One Bedroom	Two Bedroom	Three Bedroom
Assumed Household Size	1	2	3	4
Max. Lower Income Rent ⁽¹⁾	\$1,394	\$1,594	\$1,793	\$1,992
65% of Market	\$1,820	\$2,080	\$2,730	\$3,250
Max. Moderate Income Rent ⁽¹⁾	\$2,556	\$2,922	\$3,286	\$3,652
Est. Market Rent ⁽²⁾	\$2,800	\$3,200	\$4,200	\$5,000

⁽¹⁾ Source: City of Santa Cruz Economic Development and Housing Department

⁽²⁾ Estimates based on rentals available from Apartments.com on March 15, 2024

SCCS Workforce Housing Assumptions

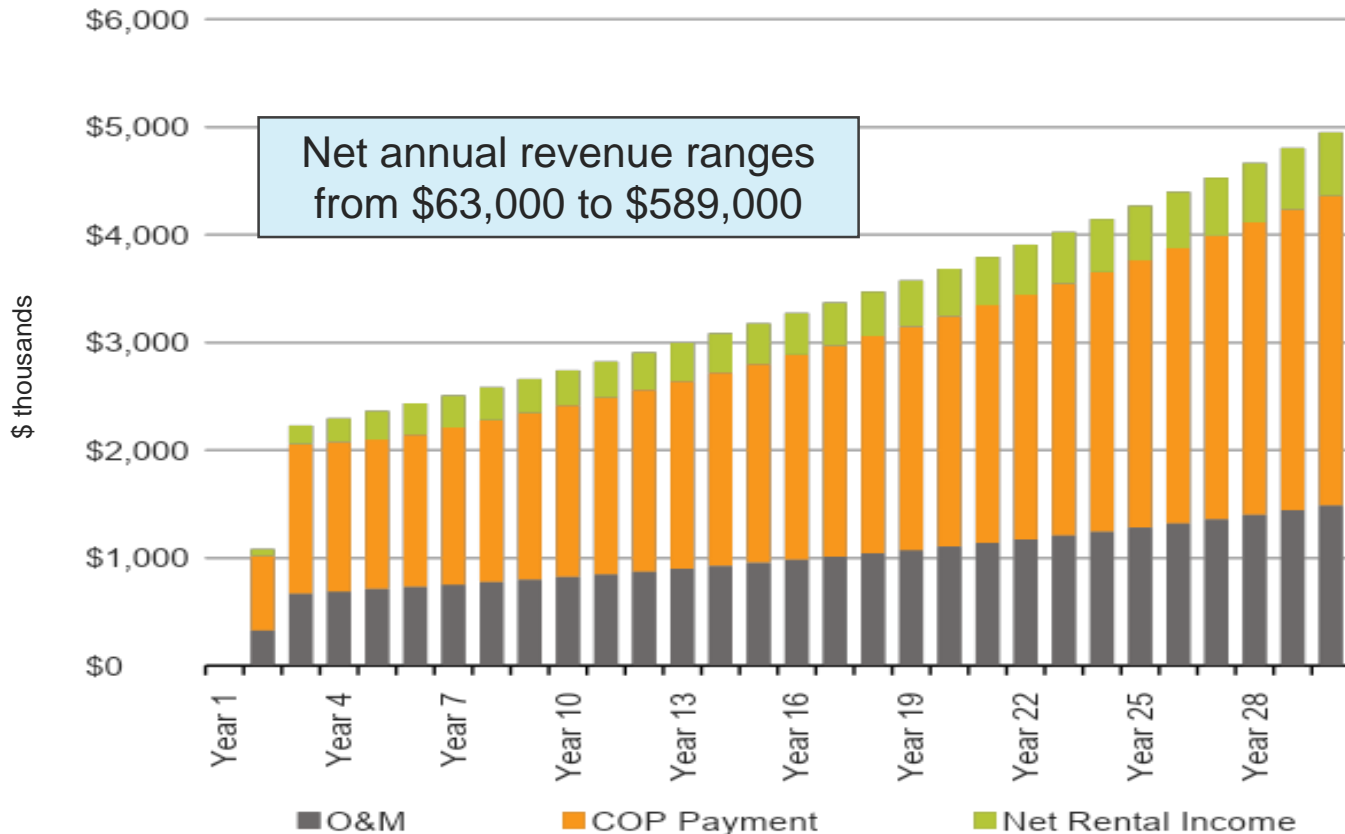
Estimated Unit Mix & Rents					
Type	Total	AB 2295		65% of Market	
Studio	8	2	\$1,394	6	\$1,820
1 Bedroom	20	6	\$1,594	14	\$2,080
2 Bedroom	40	12	\$1,793	28	\$2,730
3 Bedroom	12	4	\$1,992	8	\$3,250
Total	80	24		56	

Project Cost Estimates	
Units	80
Estimate (\$750,000 per unit)	\$60 million

Operating Assumptions	
Occupancy	95%
Rent & Cost Escalation	3.0%
Operations, Management & Reserves	30% of gross rent

AB 2295 & 65% of Market Rate Scenario

Teacher-Staff Housing Cash Flow



Financing Summary

COP Amount	\$26,000,000
COP Term	30 Years
Capitalized Interest	18 Months
Avg. Interest Rate ⁽¹⁾	4.25%
Avg. COP Coverage ⁽²⁾	120%
Total Project Cost	\$60,000,000
GO Bond Amount	\$34,000,000

Teacher-Staff Housing 30 Year Cashflow

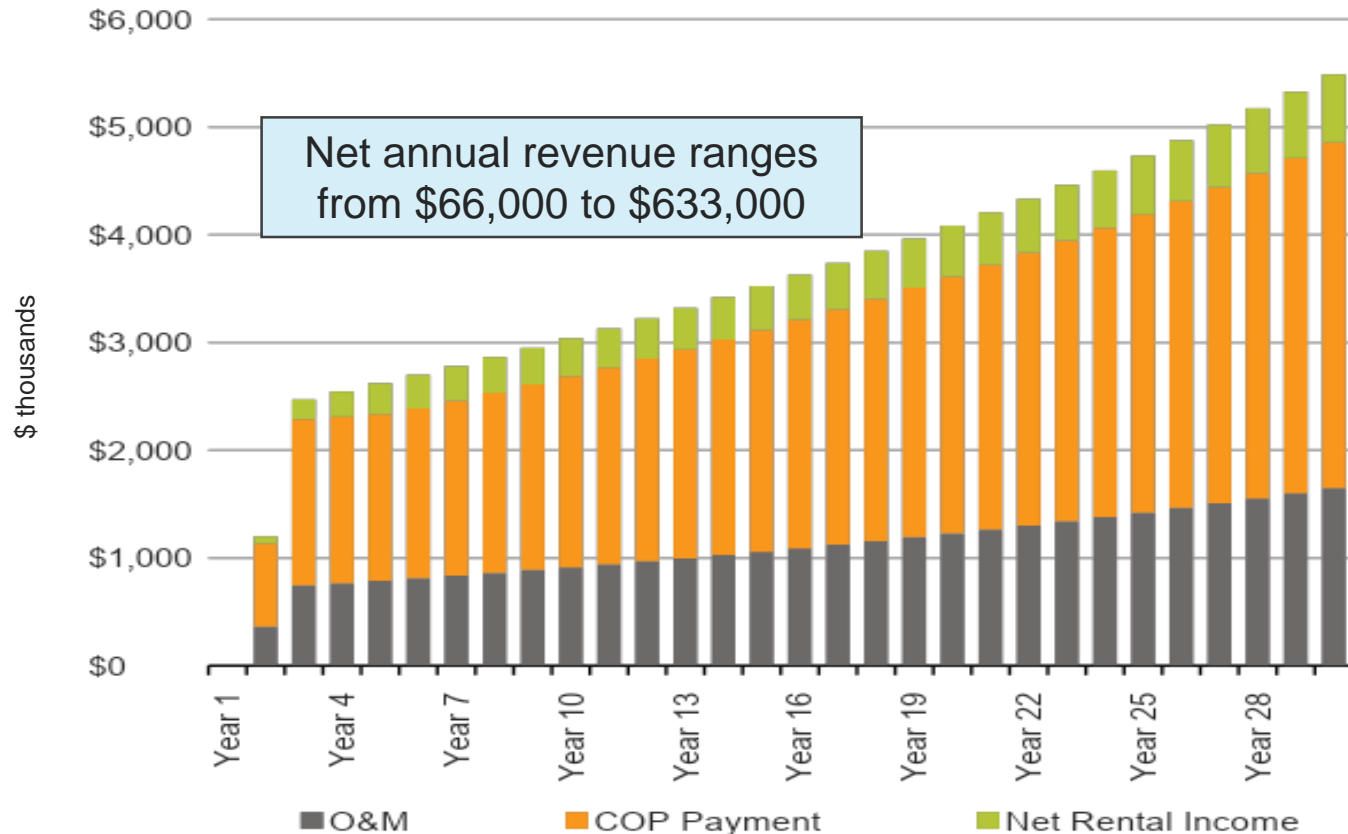
Total gross rent	\$96,782,000
COP repayment	(\$56,473,000)
O&M/management	(\$29,035,000)
Surplus/loss	\$11,274,000

⁽¹⁾ Based on estimated market rates as of Mar. 5, 2024

⁽²⁾ Excludes any reserve fund earnings

65% of Market Rate Scenario

Teacher-Staff Housing Cash Flow



Financing Summary

COP Amount	\$29,000,000
COP Term	30 Years
Capitalized Interest	18 Months
Avg. Interest Rate ⁽¹⁾	4.25%
Avg. COP Coverage ⁽²⁾	120%
Total Project Cost	\$60,000,000
GO Bond Amount	\$31,000,000

Teacher-Staff Housing 30 Year Cashflow

Total gross rent	\$107,307,000
COP repayment	(\$62,952,000)
O&M/management	(\$32,192,000)
Surplus/loss	\$12,163,000

⁽¹⁾ Based on estimated market rates as of Mar. 5, 2024

⁽²⁾ Excludes any reserve fund earnings,

Questions?



SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Public Hearing: Developer Fee Justification Study

MEETING DATE: April 10, 2024

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

BACKGROUND:

The purpose of this public hearing is to receive public comment on the attached Developer Fee Justification Study by Schoolworks, Inc. Services dated March 2024. The attached Public Notice advising of the time and place of the meeting, including a general explanation of the matter to be considered, was published twice in the Santa Cruz Sentinel in accordance with Government Code Section 54994.1. Resolution 21-23-24 to follow includes the action to increase school facility fees, in conjunction with the State Allocation Board.

FISCAL IMPACT:

\$6,250 Developer Fees Fund 25 (Restricted)

This work is in direct support of the following District goal and its corresponding metrics:
Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

MARCH 2024

2024 DEVELOPER FEE JUSTIFICATION STUDY
FOR
SANTA CRUZ CITY SCHOOL DISTRICTS

KRIS MUNRO,
SUPERINTENDENT

PREPARED BY

SCHOOLWORKS, INC.
8700 Auburn Folsom Rd., #200
Granite Bay, CA 95746

PHONE: (916) 733-0402
WWW.SCHOOLWORKSGIS.COM

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Appendices

- **SAB 50-01 - Elementary Schools Enrollment Certification/Projection**

- **SAB 50-01 - High Schools Enrollment Certification/Projection**

- **Census Data**

- **Use of Developer Fees**

- **Site Development Costs**

- **Index Adjustment on the Assessment for Development – State Allocation Board Meeting of January 24, 2024**

- **Annual Adjustment to School Facility Program Grants**

Executive Summary

This Developer Fee Justification Study demonstrates that the Santa Cruz City School Districts requires the full statutory impact fee to accommodate impacts from development activity.

A fee of \$4.79 per square foot for residential construction and a fee of \$0.78 per square foot for commercial/industrial construction is currently assessed on applicable permits pulled in the District. The new fee amounts are **\$5.17** per square foot for residential construction and **\$0.84*** per square foot for commercial/industrial construction. This proposed increase represents \$0.38 per square foot and \$0.06 per square foot for residential and commercial/industrial construction, respectively.

The following table shows the impacts of the new fee amounts:

Table 1
Santa Cruz City School Districts
Developer Fee Collection Rates

<u>Combined Total</u>	<u>Previous</u>	<u>New</u>	<u>Change</u>
Residential	\$4.79	\$5.17	\$0.38
Commercial/Ind.	\$0.78	\$0.84	\$0.06
High School Share:	46.00%		
<u>High School Portion</u>	<u>Previous</u>	<u>New</u>	<u>Change</u>
Residential	\$2.20	\$2.38	\$0.18
Commercial/Ind.	\$0.36	\$0.39	\$0.03
Elementary Share:	54.00%		
<u>Elementary Portion</u>	<u>Previous</u>	<u>New</u>	<u>Change</u>
Residential	\$2.59	\$2.79	\$0.20
Commercial/Ind.	\$0.42	\$0.45	\$0.03

*except for Rental Self Storage facilities in which a fee of \$0.10 per square foot is justified.

The total projected number of housing units to be built over the next five years is 865. The average area per unit is 954 square feet. This Study demonstrates a need of \$11.73 per square foot for residential construction.

Background

Education Code Section 17620 allows school districts to assess fees on new residential and commercial construction within their respective boundaries. These fees can be collected without special city or county approval, to fund the construction of new school facilities necessitated by the impact of residential and commercial development activity. In addition, these fees can also be used to fund the reconstruction of school facilities to accommodate students generated from new development projects. Fees are collected immediately prior to the time of the issuance of a building permit by the City or the County.

As new development generates students, additional school facilities or modernization of existing facilities will be needed to house the new students. Because of the high cost associated with constructing school facilities and the District's limited budget, outside funding sources are required for future school construction. State and local funding sources for the construction and/or reconstruction of school facilities are limited.

The authority cited in Education Code Section 17620 states in part "... the governing board of any school district is authorized to levy a fee, charge, dedication or other form of requirement against any development project for the construction or reconstruction of school facilities." The legislation originally established the maximum fee rates at \$1.50 per square foot for residential construction and \$0.25 per square foot for commercial/industrial construction. Government Code Section 65995 provides for an inflationary increase in the fees every two years based on the changes in the Class B construction index. As a result of these adjustments, the fees authorized by Education Code 17620 are currently **\$5.17** per square foot of residential construction and **\$0.84** per square foot of commercial or industrial construction.

Purpose and Intent

Prior to levying developer fees, a district must demonstrate and document that a reasonable relationship exists between the need for new or reconstructed school facilities and residential, commercial and industrial development. The justification for levying fees is required to address three basic links between the need for facilities and new development. These links or nexus are:

Burden Nexus: A district must identify the number of students anticipated to be generated by residential, commercial and industrial development. In addition, the district shall identify the school facility and cost impact of these students.

Cost Nexus: A district must demonstrate that the fees to be collected from residential, commercial and industrial development will not exceed the cost of providing school facilities for the students to be generated from the development.

Benefit Nexus: A district must show that the construction or reconstruction of school facilities to be funded by the collection of developer fees will benefit the students generated by residential, commercial and industrial development.

The purpose of this Study is to document if a reasonable relationship exists between residential, commercial and industrial development and the need for new and/or modernized facilities in the Santa Cruz City School Districts.

Following in this Study will be figures indicating the current enrollment and the projected development occurring within the attendance boundaries of the Santa Cruz City School Districts. The students generated will then be loaded into existing facilities to the extent of available space. Thereafter, the needed facilities will be determined and an estimated cost will be assigned. The cost of the facilities will then be compared to the area of residential, commercial and industrial development to determine the amount of developer fees justified.

Enrollment and Impacts

In 2023/2024 the District’s total enrollment (CBEDS) was 6,134 students. The enrollment by grade level is shown here in Table 2.

Table 2

**Santa Cruz City School Districts
 CURRENT ENROLLMENT**

Grade	2023/2024
TK/K	382
1	243
2	299
3	292
4	306
5	278
6	338
TK-6 Total	2,138
7	300
8	325
7-8 Total	625
9	895
10	786
11	845
12	845
9-12 Total	3,371
TK-12 Total	6,134

This data will be the basis for the enrollment impacts which will be presented later after a review of the development projections and the student generation factors.

Student Generation Factor

In determining the impact of new development, the District is required to show how many students will be generated from the new developments. In order to ensure that new development is paying only for the impact of those students that are being generated by new homes and businesses, the student generation factor is applied to the number of new housing units to determine development-related impacts.

The student generation factor identifies the number of students per housing unit and provides a link between residential construction projects and projections of enrollment. The State-wide factor used by the Office of Public School Construction is 0.70 for grades TK-12. For the purposes of this Study we will use the local factors to determine the students generated from new housing developments. This was done by comparing the number of housing units in the school district to the number of students in the school district as of the 2020 Census. Table 3 shows the student generation factors for the various grade groupings.

Table 3
Santa Cruz City School Districts
STUDENT GENERATION FACTORS

<u>Grades</u>	<u>Students per Household</u>
TK-6	0.1037
7-8	0.0345
9-12	0.0749
Total	0.2132

When using the Census data to determine the average district student yield rate, it is not possible to determine which students were living in multi-family units versus single family units. Therefore, only the total average yield rate is shown. The Census data does indicate that **62.8%** of the total housing units within the district boundaries are single family units. It is reasonable to assume that the construction of new housing units would be similar to the current housing stock, which was confirmed by the various planning departments within the school district boundaries, and therefore the overall student generation rate will be used to determine student yields from the projected developments.

New Residential Development Impacts

The Santa Cruz City School Districts has experienced an average new residential construction rate of approximately 173 units per year over the past four years. This was determined by reviewing the residential permits pulled and school development impact fees paid to the District. After contacting the various city planning departments within the school district boundaries, it was determined that the residential construction rate over the next five years will average 173 units per year. Projecting the average rate forward, we would expect that 865 units of residential housing will be built within the District boundaries over the next five years.

To determine the impact of residential development, a student projection is done. Applying the student generation factor of 0.2132 to the projected 865 units of residential housing, we expect that 155 students will be generated from the new residential construction over the next five years. This includes 67 elementary school students, 23 middle school students, and 65 high school students.

The following table shows the projected impact of new development. The students generated by development will be utilized to determine the facility cost impacts to the school district.

Table 4

**Santa Cruz City School Districts
 DEVELOPMENT IMPACT ANALYSIS**

<u>Grades</u>	<u>Generation Rate</u>	<u>Students Generated</u>
TK to 6	0.1037	67
7 to 8	0.0345	23
9 to 12	0.0749	65
Totals	0.2132	155

Existing Facility Capacity

To determine the need for additional school facilities, the capacity of the existing facilities must be identified and compared to current and anticipated enrollments. The District’s existing building capacity will be calculated using the State classroom loading standards shown in Table 6. The following types of “support-spaces” necessary for the conduct of the District’s comprehensive educational program, are not included as “teaching stations,” commonly known as “classrooms” to the public:

**Table 5
 List of Core and Support Facilities**

Library	Resource Specialist
Multipurpose Room	Gymnasium
Office Area	Lunch Room
Staff Workroom	P.E. Facilities

Because the District requires these types of support facilities as part of its existing facility and curriculum standards at its schools, new development’s impact must not materially or adversely affect the continuance of these standards. Therefore, new development cannot require that the District house students in these integral support spaces.

Classroom Loading Standards

The following maximum classroom loading-factors are used to determine teaching-station “capacity,” in accordance with the State legislation and the State School Building Program. These capacity calculations are also used in preparing and filing the baseline school capacity statement with the Office of Public School Construction.

**Table 6
 State Classroom Loading Standards**

TK/Kindergarten	25 Students/Classroom
1 st -3 rd Grades	25 Students/Classroom
4 th -6 th Grades	25 Students/Classroom
7 th -8 th Grades	27 Students/Classroom
9 th -12 th Grades	27 Students/Classroom
Non Severe Special Ed	13 Students/Classroom

Existing Facility Capacity

The State determines the baseline capacity by either loading all permanent teaching stations plus a maximum number of portables equal to 25% of the number of permanent classrooms or by loading all permanent classrooms and only portables that are owned or have been leased for over 5 years. As allowed by law and required by the State, facility capacities are calculated by identifying the number of teaching stations at each campus. All qualified teaching stations were included in the calculation of the capacities at the time the initial inventory was calculated. To account for activity and changes since the baseline was established in 1998/99, the student grants (which represent the seats added either by new schools or additions to existing schools) for new construction projects funded by OPSC have been added. Using these guidelines the District’s current State calculated capacity is shown in Table 7.

Table 7

Santa Cruz City School Districts Summary of Existing Facility Capacity							
<u>School Facility</u>	<u>Permanent Classrooms</u>	<u>Portable Classrooms</u>	<u>Chargeable Portables</u>	<u>Total Chargeable Classrooms</u>	<u>State Loading Factor</u>	<u>State Funded Projects</u>	<u>Total State Capacity</u>
Grades TK-6	69	16	16	85	25	0	2,125
Grades 7-8	27	6	6	33	27	0	891
Grades 9-12	92	21	21	113	27	0	3,051
Special Ed	12	3	3	15	13	0	195
Totals	200	46	46	246		0	6,262

This table shows a basic summary of the form and procedures used by OPSC (Office of Public School Construction) to determine the capacity of a school district. There were a total of 200 permanent classrooms in the District when the baseline was established. In addition there were 46 portable classrooms. OPSC regulations state that if the number of portables exceeds 25% of the permanent classrooms, then the maximum number of portables to be counted in the baseline capacity is 25% of the permanent classrooms. Since the District has fewer portable classrooms than 25% of the permanent classrooms, all 46 portable classrooms are included in the baseline. This results in a total classroom count of 246 and is referred to as the chargeable classrooms.

To determine the total capacity based on State standards, the capacity of the chargeable classrooms are multiplied by the State loading standards and then the capacity of the projects completed since 1998/99 (when the baseline was established) are added based on the State funded new construction projects. As Table 7 shows, the total State capacity of the District facilities is 6,262 students.

Unhoused Students by State Housing Standards

This next table compares the facility capacity with the space needed to determine if there is available space for new students from the projected developments. The space needed was determined by reviewing the historic enrollments over the past four years along with the projected enrollment in five years to determine the number of seats needed to house the students within the existing homes. The seats needed were determined individually for each grade grouping. The projected enrollment in the space needed analysis did not include the impact of any new housing units.

Table 8

Santa Cruz City School Districts
Summary of Available District Capacity

<u>School Facility</u>	<u>State Capacity</u>	<u>Space Needed</u>	<u>Available Capacity</u>
Grades TK-6	2,125	2,654	(529)
Grades 7-8	891	690	201
Grades 9-12	3,051	3,271	(220)
Special Ed	195	213	(18)
Totals	6,262	6,828	(566)

Since the enrollment space needed exceeds the District capacity there is no excess capacity available to house students from new development.

Calculation of Development’s Fiscal Impact on Schools

This section of the Study will demonstrate that a reasonable relationship exists between residential, commercial/industrial development and the need for school facilities in the Santa Cruz City School Districts. To the extent this relationship exists, the District is justified in levying developer fees as authorized by Education Code Section 17620.

School Facility Construction Costs

For the purposes of estimating the cost of building school facilities we have used the State School Building Program funding allowances. These amounts are shown in Table 9. In addition to the basic construction costs, there are site acquisition costs of \$138,659 per acre and service-site, utilities, off-site and general site development costs which are also shown in Table 9.

Table 9

NEW CONSTRUCTION COSTS

<u>Grade</u>	<u>Base Grant</u>	<u>Fire Alarms</u>	<u>Fire Sprinklers</u>	<u>Per Student</u>
				<u>Total</u>
TK-6	\$31,540	\$38	\$528	\$32,106
7-8	\$33,358	\$50	\$630	\$34,038
9-12	\$42,446	\$84	\$654	\$43,184

Site Acreage Needs

<u>Grade</u>	<u>Site Acreage Needs</u>		<u>Projected Unhoused Students</u>	<u>Equivalent Sites Needed</u>	<u>Site Acres Needed</u>
	<u>Typical Acres</u>	<u>Average Students</u>			
TK-6	10	600	67	0.11	1.12
7-8	20	800	0	0.00	0.00
9-12	40	1,500	65	0.04	1.73
TOTAL				2.85	

General Site Development Allowance

<u>Grade</u>	<u>Acres</u>	<u>Allowance/</u>		<u>% Allowance</u>	<u>Added Cost</u>	<u>Total Cost</u>
		<u>Acres</u>	<u>Base Cost</u>			
TK-6	1.12	\$51,340	\$57,501	6%	\$129,066	\$186,567
7-8	0.00	\$51,340	\$0	6%	\$0	\$0
9-12	1.73	\$51,340	\$88,818	3.75%	\$105,261	\$194,079
Totals	2.85					\$380,646

Site Acquisition & Development Summary

<u>Grade</u>	<u>Acres</u>			<u>Site</u>		<u>General Site Development</u>	<u>Total Site Development</u>
	<u>To Be Bought</u>	<u>Land Cost/Acre</u>	<u>Total Land Cost</u>	<u>Development Cost/Acre</u>	<u>Site Dev. Cost</u>		
TK-6	1.12	\$138,659	\$155,298	\$339,346	\$380,068	\$186,567	\$566,634
7-8	0.00	\$138,659	\$0	\$319,258	\$0	\$0	\$0
9-12	1.73	\$138,659	\$239,880	\$372,291	\$644,063	\$194,079	\$838,143
Totals	2.85		\$395,178		\$1,024,131	\$380,646	\$1,404,777

Reconstruction/Modernization Costs

In addition to any new facilities needed, there is also a need to reconstruct or modernize existing facilities in order to maintain the existing levels of service as students from new development continue to arrive in the District's facilities. In order to generate capacity, it may also be necessary to reopen closed school facilities. Such reopening often requires reconstruction in order to provide the District's existing level of service. For purposes of this report, the analysis of modernization/reconstruction includes the possible reopening and refurbishing of closed or unused school facilities.

California has made a significant investment in school facilities through grants provided to help extend the useful life of public schools. The State's largest funding source for public school modernization projects, the School Facilities Program (SFP), requires a minimum local funding contribution of 40% of SFP-eligible costs. The State may provide up to 60% of the eligible costs at those times that State funding is available. However, SFP modernization grants frequently, if not usually, fall short of providing 60% of the actual costs for major modernizations. In the best cases, developer fees can help meet the District's required 40% local share. In many cases, developer fees may be necessary to supplement both the State's and the school district's contribution to a project.

Buildings generate eligibility for State reconstruction/modernization funding once they reach an age of 25 years old for permanent buildings and 20 years old for portables.

The usable life of school facilities is an important consideration in determining district facility needs into the future. The specific time when the projected residential developments will be built cannot be precisely predicted. Some new homes may be immediately occupied by families with school aged children, while others may be immediately occupied who will have school-aged children in five to ten years. As a result of these variables, for each new home, the District must be prepared to house the students residing there for an extended period of time. Students generated by the next five years of development will need to be accommodated in District schools for a significant amount of time that could exceed twenty years. Thus, the District will need to ensure that it has facilities in place for future decades.

As evidenced by the State Building program's use of the criteria that buildings older than twenty-five years (and portables older than twenty years) are eligible for modernization funds, school buildings require reconstruction/modernization to remain in use for students beyond the initial twenty to

twenty-five years of life of those buildings. To the extent that the District has buildings older than twenty to twenty-five years old, the point will be reached without reconstruction/modernization that those buildings will no longer be able to provide the existing level of service to students, and may, in some circumstances, need to be closed entirely for health and safety reasons. However, because of the new development, reconstruction/modernization must occur in order to have available school housing for the students generated from development.

The following table shows the District’s eligibility for modernization/reconstruction funding in the State Building Program.

Table 10

Modernization Project Needs

<u>School</u>	<u>Eligible Modernization Grants</u>				<u>State Funding</u>	<u>District Share</u>	<u>Project Total</u>
	<u>Elem</u>	<u>Middle</u>	<u>High</u>	<u>Spec Ed</u>			
Branciforte Middle	0	49	0	0	\$367,378	\$244,919	\$612,296

Table 11

New Development Share of Modernization Costs

<u>Grade</u>	<u>Eligible Modernization Grants</u>	<u>New Development Impacts</u>		
	<u>Grants</u>	<u>Students</u>	<u>\$/Student</u>	<u>Amount</u>
TK-6	0	0	\$32,106	\$0
7-8	49	23	\$34,038	\$782,874
9-12	0	0	\$43,184	\$0
Totals	49	23		\$782,874

**Includes students from new developments not housed in new facilities.
 Amounts based on State OPSC allowances for new construction projects.**

This data is used to show that there are significant needs within the school District to invest in its existing facilities. Without modernizing its schools, the District could be forced to begin closing some of its buildings and schools.

To accurately account for the amount of the modernization projects attributed to the impact of new developments, only the students from new developments that were not already housed in new facilities are included in the net needs for modernization projects.

Impact of New Residential Development

This next table compares the development-related enrollment to the available district capacity for each grade level and then multiplies the unhoused students by the new school construction costs to determine the total school facility costs related to the impact of new residential housing developments.

In addition, the State provides that new construction projects can include the costs for site acquisition and development, including appraisals, surveys and title reports. The District needs to acquire 2.85 acres to meet the needs of the students projected from the new developments. Therefore, the costs for site acquisition and development of the land have been included in the total impacts due to new development.

Finally, the modernization needs are included for the students not housed in new facilities but who would be housed in existing facilities that are eligible for and need to be modernized to provide adequate housing and to maintain the existing level of service for the students generated by development.

Table 12
Santa Cruz City School Districts
Summary of Residential Impact

<u>School Facility</u>	<u>Students Generated</u>	<u>Available Space</u>	<u>Net Unhoused</u>	<u>Construction Cost Per Student</u>	<u>Total Facility Costs</u>
Elementary	67	0	67	\$32,106	\$2,151,102
Middle	23	201	0	\$34,038	\$0
High & Cont.	65	0	65	\$43,184	\$2,806,960
Site Purchase: 2.85 acres					\$395,178
Site Development:					\$1,404,777
				New Construction needs due to development:	\$6,758,017
				Modernization needs due to development:	\$782,874
				TOTAL DEVELOPMENT IMPACT:	\$7,540,891
				Average cost per student:	\$48,651
		<u>TK-6</u>	<u>7-8</u>	<u>9-12</u>	<u>TK-12</u>
Total Residential Sq Ft:		512,200	556,200	825,210	
Residential Fee Justified:		\$5.61	\$1.41	\$4.71	\$11.73

The total need for school facilities based solely on the impact of the 865 new housing units projected over the next five years totals \$7,540,891. To determine the impact per square foot of residential development, this amount is divided by the total square feet of the projected developments. As calculated from the historic Developer Fee Permits, the average size home built has averaged 954 square feet. The total area for 865 new homes would therefore be 825,210 square feet. The total residential fee needed to be able to collect \$7,540,891 would be **\$11.73** per square foot.

Impact of Other Residential Development

In addition to new residential development projects that typically include new single family homes and new multi-family units, the District can also be impacted by additional types of new development projects. These include but are not limited to redevelopment projects, additions to existing housing units, and replacement of existing housing units with new housing units.

These development projects are still residential projects and therefore it is reasonable to assume they would have the same monetary impacts per square foot as the new residential development projects. However, the net impact is reduced due to the fact that there was a previous residential building in its place. Therefore, the development impact fees should only be charged for other residential developments if the new building(s) exceed the square footage area of the previous building(s). If the new building is larger than the existing building, then it is reasonable to assume that additional students could be generated by the project. The project would only pay for the development impact fees for the net increase in assessable space generated by the development project. Education Code allows for an exemption from development impacts fees for any additions to existing residential structures that are 500 square feet or less.

Impact of Commercial/Industrial Development

There is a correlation between the growth of commercial/industrial firms/facilities within a community and the generation of school students within most business service areas. Fees for commercial/industrial can only be imposed if the residential fees will not fully mitigate the cost of providing school facilities to students from new development.

The approach utilized in this section is to apply statutory standards, U.S. Census employment statistics, and local statistics to determine the impact of future commercial/industrial development projects on the District. Many of the factors used in this analysis were taken from the U.S. Census, which remains the

most complete and authoritative source of information on the community in addition to the “1990 SanDAG Traffic Generators Report”.

Employees per Square Foot of Commercial Development

Results from a survey published by the San Diego Association of Governments “1990 San DAG Traffic Generators” are used to establish numbers of employees per square foot of building area to be anticipated in new commercial or industrial development projects. The average number of workers per 1,000 square feet of area ranges from 0.06 for Rental Self Storage to 4.79 for Standard Commercial Offices. The generation factors from that report are shown in the following table.

Table 13

Commercial/Industrial Category	Average Square Foot Per Employee	Employees Per Average Square Foot
Banks	354	0.00283
Community Shopping Centers	652	0.00153
Neighborhood Shopping Centers	369	0.00271
Industrial Business Parks	284	0.00352
Industrial Parks	742	0.00135
Rental Self Storage	15541	0.00006
Scientific Research & Development	329	0.00304
Lodging	882	0.00113
Standard Commercial Office	209	0.00479
Large High Rise Commercial Office	232	0.00431
Corporate Offices	372	0.00269
Medical Offices	234	0.00427

Source: 1990 SanDAG Traffic Generators report

Students per Employee

The number of students per employee is determined by using the S0802: Means of Transportation to Work by Selected Characteristics 2018-2022 American Community Survey 5-Year Estimates and DP1: Profile of General Population and Housing Characteristics 2020: DEC Demographic Profile for the District. There were 60,791 employees and 45,676 homes in the District. This represents a ratio of 1.3309 employees per home.

There were 6,550 school age children attending the District in 2020. This is a ratio of 0.1077 students per employee. This ratio, however, must be reduced by including only the percentage of employees that worked in their community of residence (36.9%), because only those employees living in the District will impact the District’s school facilities with their children. The net ratio of students per employee in the District is 0.0534.

School Facilities Cost per Student

Facility costs for housing commercially generated students are the same as those used for residential construction. The cost factors used to assess the impact from commercial development projects are contained in Table 12.

Residential Offset

When additional employees are generated in the District as a result of new commercial/industrial development, fees will also be charged on the residential units necessary to provide housing for the employees living in the District. To prevent a commercial or industrial development from paying for the portion of the impact that will be covered by the residential fee, this amount has been calculated and deducted from each category. The residential offset amount is calculated by multiplying the following factors together and dividing by 1,000 (to convert from cost per 1,000 square feet to cost per square foot).

- Employees per 1,000 square feet (varies from a low of 0.06 for rental self storage to a high of 4.79 for office building).
- Percentage of employees that worked in their community of residence (36.9 percent).
- Housing units per employee (0.7514). This was derived from the 2018-2022 ACS 5 Year Estimates and DP1 data for the District, which indicates there were 45,676 housing units and 60,791 employees.
- Percentage of employees that will occupy new housing units (75 percent).
- Average square feet per dwelling unit (954).
- Residential fee charged by the District (\$5.17 per square foot).
- Average cost per student was determined in Table 12.

The following table shows the calculation of the school facility costs generated by a square foot of new commercial/industrial development for each category of development.

Table 14
Santa Cruz City School Districts
Summary of Commercial and Industrial Uses

Type	Employees per 1,000 Sq. Ft.	Students per Employee	Students per 1,000 Sq. Ft.	Average Cost per Student	Cost per Sq. Ft.	Residential offset per Sq. Ft.	Net Cost per Sq. Ft.
Banks	2.83	0.0534	0.151	\$48,651	\$7.47	\$2.57	\$4.90
Community Shopping Centers	1.53	0.0534	0.082	\$48,651	\$4.04	\$1.39	\$2.65
Neighborhood Shopping Centers	2.71	0.0534	0.145	\$48,651	\$7.16	\$2.46	\$4.70
Industrial Business Parks	3.52	0.0534	0.188	\$48,651	\$9.29	\$3.20	\$6.09
Industrial Parks	1.35	0.0534	0.072	\$48,651	\$3.57	\$1.23	\$2.34
Rental Self Storage	0.06	0.0534	0.003	\$48,651	\$0.15	\$0.05	\$0.10
Scientific Research & Development	3.04	0.0534	0.162	\$48,651	\$8.03	\$2.76	\$5.27
Lodging	1.13	0.0534	0.060	\$48,651	\$2.98	\$1.03	\$1.95
Standard Commercial Office	4.79	0.0534	0.256	\$48,651	\$12.64	\$4.35	\$8.29
Large High Rise Commercial Office	4.31	0.0534	0.230	\$48,651	\$11.37	\$3.91	\$7.46
Corporate Offices	2.69	0.0534	0.144	\$48,651	\$7.10	\$2.44	\$4.66
Medical Offices	4.27	0.0534	0.228	\$48,651	\$11.27	\$3.88	\$7.39

*Based on 1990 SanDAG Traffic Generator Report

Net Cost per Square Foot

Since the State Maximum Fee is now \$0.84 for commercial/industrial construction, the District is justified in collecting the maximum fee for all categories with the exception of Rental Self Storage. The District can only justify collection of \$0.10 per square foot of Rental Self Storage construction.

Verifying the Sufficiency of the Development Impact

Education Code Section 17620 requires districts to find that fee revenues will not exceed the cost of providing school facilities to the students generated by the development paying the fees. This section shows that the fee revenues do not exceed the impact of the new development.

The total need for school facilities resulting from new development totals \$7,540,891. The amount the District would collect over the five year period at the maximum rate of \$5.17 for residential and \$0.84 for commercial/industrial development would be as follows:

\$5.17 x 865 homes x 954 sq ft per home = \$4,266,336 for Residential

\$0.84 x 58,000 sq ft per year x 5 years = \$243,600 for Commercial/Industrial

Total projected 5 year income: \$4,509,936

The estimated income is less than the projected facility needs due to the impact of new development projects.

District Map

The following map shows the extent of the areas for which development fees are applicable to the Santa Cruz City School Districts. Santa Cruz City Elementary School District is shown in orange. The additional area served by the Santa Cruz City High School District is shown in green.



Conclusion

Based on the data contained in this Study, it is found that a reasonable relationship exists between residential, commercial/industrial development and the need for school facilities in the Santa Cruz City School Districts. The following three nexus tests required to show justification for levying fees have been met:

Burden Nexus: New residential development will generate an average of 0.2132 TK-12 grade students per unit. Because the District does not have adequate facilities for all the students generated by new developments, the District will need to build additional facilities and/or modernize/reconstruct the existing facilities in order to maintain existing level of services in which the new students will be housed.

Cost Nexus: The cost to provide new and reconstructed facilities is an average of \$11.73 per square foot of residential development. Each square foot of residential development will generate \$5.17 in developer fees resulting in a shortfall of \$6.56 per square foot.

Benefit Nexus: The developer fees to be collected by the Santa Cruz City School Districts will be used for the provision of additional and reconstructed or modernized school facilities. This will benefit the students to be generated by new development by providing them with adequate educational school facilities.

The District's planned use of the fees received from development impacts will include the following types of projects, each of which will benefit students from new developments.

- 1) **New Schools:** When there is enough development activity occurring in a single area, the District will build a new school to house the students from new developments.
- 2) **Additions to Existing Schools:** When infill development occurs, the District will accommodate students at existing schools by building needed classrooms and/or support facilities such as cafeterias, restrooms, gyms and libraries as needed to increase the school capacity. Schools may also need upgrades of the technology and tele-communication systems to be able to increase their capacity.

- 3) Portable Replacement Projects: Some of the District's capacity is in portables and therefore may not be included in the State's capacity calculations. These portables can be replaced with new permanent or modular classrooms to provide adequate space for students from new developments. These projects result in an increase to the facility capacity according to State standards. In addition, old portables that have reached the end of their life expectancy, will need to be replaced to maintain the existing level of service. These types of projects are considered modernization projects in the State Building Program. If development impacts did not exist, the old portables could be removed.

- 4) Modernization/Upgrade Projects: In many cases, students from new developments are not located in areas where new schools are planned to be built. The District plans to modernize or upgrade older schools to be equivalent to new schools so students will be housed in equitable facilities to those students housed in new schools. These projects may include updates to the building structures to meet current building standards, along with upgrades to the current fire and safety standards and any access compliance standards.

The District plans to use the developer fees on their modernization projects.

The reasonable relationship identified by these findings provides the required justification for the Santa Cruz City School Districts to levy the maximum fees of **\$5.17** per square foot for residential construction and **\$0.84** per square foot for commercial/industrial construction, except for Rental Self Storage facilities in which a fee of **\$0.10** per square foot is justified as authorized by Education Code Section 17620.

In areas where the District only provides high school education, the fee is split with the local elementary districts. For areas where the high school share is 46% the net collection rate \$2.38 per square foot residential construction and \$0.39 per square foot for commercial/industrial construction, except for Rental Self Storage facilities in which a fee of \$0.10 per square foot is justified as authorized by Education Code Section 17620. For areas where the high school share is 35% the net collection rate \$1.81 per square foot residential construction and \$0.29 per square foot for commercial/industrial construction, except for Rental Self Storage facilities in which a fee of \$0.10 per square foot is justified as authorized by Education Code Section 17620.

Appendices

2024 Developer Fee Justification Study

Santa Cruz City School Districts

SCHOOL DISTRICT Santa Cruz City Schools	FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory)
COUNTY Santa Cruz	HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (if applicable)

Check one: **Fifth-Year Enrollment Projection** **Tenth-Year Enrollment Projection**
HSAA Districts Only - Check one: **Attendance** **Residency**
 Residency - COS Districts Only - (Fifth Year Projection Only)

<input type="checkbox"/> Modified Weighting (Fifth-Year Projection Only)	3rd Prev. to 2nd Prev.	2nd Prev. to Prev.	Previous to Current
<input type="checkbox"/> Alternate Weighting - (Fill in boxes to the right):			

Part G. Number of New Dwelling Units
 (Fifth-Year Projection Only) 650

Part H. District Student Yield Factor
 (Fifth-Year Projection Only) .13821

Part I. Projected Enrollment

1. Fifth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-6	7-8	9-12	TOTAL
2806	685	0	3491

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe	0	0	0
Severe	0	0	0
TOTAL	0	0	

2. Tenth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-6	7-8	9-12	TOTAL

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe			
Severe			
TOTAL			

Part A. K-12 Pupil Data

Grade	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
	/	/	/	/	2020 / 2021	2021 / 2022	2022 / 2023	2023 / 2024
K					326	321	311	382
1					313	296	300	243
2					278	294	284	299
3					307	263	297	292
4					281	307	266	306
5					305	277	301	278
6					359	314	277	338
7					329	370	320	300
8					372	342	366	325
9					0	0	0	0
10					0	0	0	0
11					0	0	0	0
12					0	0	0	0
TOTAL					2870	2784	2722	2763

Part B. Pupils Attending Schools Chartered By Another District

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
				0	0	0	0

Part C. Continuation High School Pupils - (Districts Only)

Grade	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
9					0	0	0	0
10					0	0	0	0
11					0	0	0	0
12					0	0	0	0
TOTAL					0	0	0	0

Part D. Special Day Class Pupils - (Districts or County Superintendent of Schools)

	Elementary	Secondary	TOTAL
Non-Severe	0	0	0
Severe	0	0	0
TOTAL	0	0	

Part E. Special Day Class Pupils - (County Superintendent of Schools Only)

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
/	/	/	/	2020 / 2021	2021 / 2022	2022 / 2023	2023 / 2024

Part F. Birth Data - (Fifth-Year Projection Only)

County Birth Data **Birth Data by District ZIP Codes** **Estimate** **Estimate** **Estimate**

8th Prev.	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current

I certify, as the District Representative, that the information reported on this form and, when applicable, the High School Attendance Area Residency Reporting Worksheet attached, is true and correct and that:

- I am designated as an authorized district representative by the governing board of the district.
- If the district is requesting an augmentation in the enrollment projection pursuant to Regulation Section 1859.42.1 (a), the local planning commission or approval authority has approved the tentative subdivision map used for augmentation of the enrollment and the district has identified dwelling units in that map to be contracted. All subdivision maps used for augmentation of enrollment are available at the district for review by the Office of Public School Construction (OPSC).
- This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction. In the event a conflict should exist, then the language in the OPSC form will prevail.

NAME OF DISTRICT REPRESENTATIVE (PRINT OR TYPE) _____

SIGNATURE OF DISTRICT REPRESENTATIVE _____

DATE _____ TELEPHONE NUMBER _____

E-MAIL ADDRESS _____

SCHOOL DISTRICT Santa Cruz City Schools	FIVE DIGIT DISTRICT CODE NUMBER (see California Public School Directory)
COUNTY Santa Cruz	HIGH SCHOOL ATTENDANCE AREA (HSAA) OR SUPER HSAA (if applicable)

Check one: Fifth-Year Enrollment Projection Tenth-Year Enrollment Projection
 HSAA Districts Only - Check one: Attendance Residency
 Residency - COS Districts Only - (Fifth Year Projection Only)

<input type="checkbox"/> Modified Weighting (Fifth-Year Projection Only)	3rd Prev. to 2nd Prev.	2nd Prev. to Prev.	Previous to Current
<input type="checkbox"/> Alternate Weighting - (Fill in boxes to the right):			

Part G. Number of New Dwelling Units
 (Fifth-Year Projection Only) 865

Part H. District Student Yield Factor
 (Fifth-Year Projection Only) .25604

Part I. Projected Enrollment

1. Fifth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-6	7-8	9-12	TOTAL
5252	1398	3227	9877

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe	0	0	0
Severe	0	0	0
TOTAL	0	0	

2. Tenth-Year Projection

Enrollment/Residency - (except Special Day Class pupils)

K-6	7-8	9-12	TOTAL

Special Day Class pupils only - Enrollment/Residency

	Elementary	Secondary	TOTAL
Non-Severe			
Severe			
TOTAL			

Part A. K-12 Pupil Data

Grade	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
	/	/	/	/	2020 / 2021	2021 / 2022	2022 / 2023	2023 / 2024
K					860	823	838	874
1					730	686	708	632
2					749	670	682	693
3					752	665	677	686
4					720	764	667	691
5					760	707	752	697
6					825	736	693	754
7					751	739	702	705
8					810	767	762	741
9					876	855	784	895
10					757	896	852	786
11					857	769	863	845
12					829	856	744	845
TOTAL					10276	9933	9724	9844

Part B. Pupils Attending Schools Chartered by Another District

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
				0	0	0	0

Part C. Continuation High School Pupils - (Districts Only)

Grade	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
9					0	0	0	0
10					0	0	0	0
11					0	0	0	0
12					0	0	0	0
TOTAL					0	0	0	0

Part D. Special Day Class Pupils - (Districts or County Superintendent of Schools)

	Elementary	Secondary	TOTAL
Non-Severe	0	0	0
Severe	0	0	0
TOTAL	0	0	

Part E. Special Day Class Pupils - (County Superintendent of Schools Only)

7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current
/	/	/	/	2020 / 2021	2021 / 2022	2022 / 2023	2023 / 2024

Part F. Birth Data - (Fifth-Year Projection Only)

County Birth Data Birth Data by District ZIP Codes Estimate Estimate Estimate

8th Prev.	7th Prev.	6th Prev.	5th Prev.	4th Prev.	3rd Prev.	2nd Prev.	Previous	Current

I certify, as the District Representative, that the information reported on this form and, when applicable, the High School Attendance Area Residency Reporting Worksheet attached, is true and correct and that:

- I am designated as an authorized district representative by the governing board of the district.
- If the district is requesting an augmentation in the enrollment projection pursuant to Regulation Section 1859.42.1 (a), the local planning commission or approval authority has approved the tentative subdivision map used for augmentation of the enrollment and the district has identified dwelling units in that map to be contracted. All subdivision maps used for augmentation of enrollment are available at the district for review by the Office of Public School Construction (OPSC).
- This form is an exact duplicate (verbatim) of the form provided by the Office of Public School Construction. In the event a conflict should exist, then the language in the OPSC form will prevail.

NAME OF DISTRICT REPRESENTATIVE (PRINT OR TYPE)

SIGNATURE OF DISTRICT REPRESENTATIVE

DATE

TELEPHONE NUMBER

E-MAIL ADDRESS

Means of Transportation to Work by Selected Characteristics



Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

		Santa Cruz City High School District (6-12), California		
		Total	Car, truck	
Label		Estimate	Margin of Error	
> Workers 16 years and over		31,625	±1,110	
> EARNINGS IN THE PAST 12 MONTHS (IN 2022 INFLATION-ADJUSTED DOLLARS) FOR WORKERS				
> POVERTY STATUS IN THE PAST 12 MONTHS				
> Workers 16 years and over		31,625	±1,110	
✓ Workers 16 years and over who did not work from home		25,822	±1,173	
> TIME OF DEPARTURE TO GO TO WORK				
✓ TRAVEL TIME TO WORK				
Less than 10 minutes		19.9%	±2.5	
10 to 14 minutes		24.0%	±2.0	
15 to 19 minutes		16.5%	±2.0	
20 to 24 minutes		11.4%	±2.3	
25 to 29 minutes		2.4%	±0.7	
30 to 34 minutes		5.6%	±1.2	
35 to 44 minutes		2.5%	±0.7	
45 to 59 minutes		8.0%	±2.1	
60 or more minutes		9.6%	±1.6	
Mean travel time to work (minutes)		N	N	
✓ Workers 16 years and over in households		28,715	±1,071	

Table Notes

Means of Transportation to Work by Selected Characteristics

Survey/Program: American Community Survey

Year: 2022

Estimates: 5-Year

Table ID: S0802

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, the decennial census is the official source of population totals for April 1st of each decennial year. In between censuses, the Census Bureau's Population Estimates Program produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Information about the American Community Survey (ACS) can be found on the ACS website. Supporting documentation including code lists, subject definitions, data accuracy, and statistical testing, and a full list of ACS tables and table shells (without estimates) can be found on the Technical Documentation section of the ACS website.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the [Methodology](#) section.

Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

Foreign born excludes people born outside the United States to a parent who is a U.S. citizen.

Workers include members of the Armed Forces and civilians who were at work last week.

Industry titles and their 4-digit codes are based on the 2017 North American Industry Classification System. The industry categories adhere to the guidelines issued in Clarification Memorandum No. "NAICS Alternate Aggregation Structure for Use By U.S. Statistical Agencies," issued by the Office of Management and Budget.

Occupation titles and their 4-digit codes are based on the 2018 Standard Occupational Classification.

When information is missing or inconsistent, the Census Bureau logically assigns an acceptable value using the response to a related question or questions. If a logical assignment is not possible, data are filled using a statistical process called allocation, which uses a similar individual or household to provide a donor value. The "Allocated" section is the number of respondents who received an allocated value for a particular subject.

Several means of transportation to work categories were updated in 2019. For more information, see: Change to Means of Transportation.

In 2019, methodological changes were made to the class of worker question. These changes involved modifications to the question wording, the category wording, and the visual format of the categories on the questionnaire. The format for the class of worker categories are now listed under the headings "Private Sector Employee," "Government Employee," and "Self-Employed or Other." Additionally, the category of Active Duty was added as one of the response categories under the "Government Employee" section for the mail questionnaire. For more detailed information about the

2019 changes, see the 2016 American Community Survey Content Test Report for Class of Worker located at http://www.census.gov/library/working-papers/2017/acs/2017_Martinez_01.html.

The 2018-2022 American Community Survey (ACS) data generally reflect the March 2020 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on 2020 Census data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Explanation of Symbols:

-

The estimate could not be computed because there were an insufficient number of sample observations. For a ratio of medians estimate, one or both of the median estimates falls in the lowest interval or highest interval of an open-ended distribution. For a 5-year median estimate, the margin of error associated with a median was larger than the median itself.

N

The estimate or margin of error cannot be displayed because there were an insufficient number of sample cases in the selected geographic area.

(X)

The estimate or margin of error is not applicable or not available.

median-

The median falls in the lowest interval of an open-ended distribution (for example "2,500-")

median+

The median falls in the highest interval of an open-ended distribution (for example "250,000+").

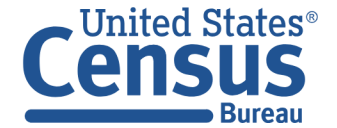
**

The margin of error could not be computed because there were an insufficient number of sample observations.

The margin of error could not be computed because the median falls in the lowest interval or highest interval of an open-ended distribution.

A margin of error is not appropriate because the corresponding estimate is controlled to an independent population or housing estimate. Effectively, the corresponding estimate has no sampling error and the margin of error may be treated as zero.

Means of Transportation to Work by Selected Characteristics



Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

		Santa Cruz City High School District (9-12), California		
		Total	Car, truck	
Label		Estimate	Margin of Error	
> Workers 16 years and over		25,889	±1,190	
> EARNINGS IN THE PAST 12 MONTHS (IN 2022 INFLATION-ADJUSTED DOLLARS) FOR WORKERS				
> POVERTY STATUS IN THE PAST 12 MONTHS				
> Workers 16 years and over		25,889	±1,190	
✓ Workers 16 years and over who did not work from home		21,298	±1,157	
> TIME OF DEPARTURE TO GO TO WORK				
✓ TRAVEL TIME TO WORK				
Less than 10 minutes		15.1%	±2.0	
10 to 14 minutes		15.7%	±2.6	
15 to 19 minutes		20.2%	±2.7	
20 to 24 minutes		13.0%	±2.3	
25 to 29 minutes		5.3%	±1.6	
30 to 34 minutes		7.3%	±1.6	
35 to 44 minutes		4.8%	±1.4	
45 to 59 minutes		8.1%	±1.4	
60 or more minutes		10.4%	±1.9	
Mean travel time to work (minutes)		25.4	±1.4	
✓ Workers 16 years and over in households		25,787	±1,183	

Table Notes

Means of Transportation to Work by Selected Characteristics

Survey/Program: American Community Survey

Year: 2022

Estimates: 5-Year

Table ID: S0802

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, the decennial census is the official source of population totals for April 1st of each decennial year. In between censuses, the Census Bureau's Population Estimates Program produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

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Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the [Methodology](#) section.

Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

Foreign born excludes people born outside the United States to a parent who is a U.S. citizen.

Workers include members of the Armed Forces and civilians who were at work last week.

Industry titles and their 4-digit codes are based on the 2017 North American Industry Classification System. The industry categories adhere to the guidelines issued in Clarification Memorandum No. "NAICS Alternate Aggregation Structure for Use By U.S. Statistical Agencies," issued by the Office of Management and Budget.

Occupation titles and their 4-digit codes are based on the 2018 Standard Occupational Classification.

When information is missing or inconsistent, the Census Bureau logically assigns an acceptable value using the response to a related question or questions. If a logical assignment is not possible, data are filled using a statistical process called allocation, which uses a similar individual or household to provide a donor value. The "Allocated" section is the number of respondents who received an allocated value for a particular subject.

Several means of transportation to work categories were updated in 2019. For more information, see: Change to Means of Transportation.

In 2019, methodological changes were made to the class of worker question. These changes involved modifications to the question wording, the category wording, and the visual format of the categories on the questionnaire. The format for the class of worker categories are now listed under the headings "Private Sector Employee," "Government Employee," and "Self-Employed or Other." Additionally, the category of Active Duty was added as one of the response categories under the "Government Employee" section for the mail questionnaire. For more detailed information about the

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The 2018-2022 American Community Survey (ACS) data generally reflect the March 2020 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on 2020 Census data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Explanation of Symbols:

-

The estimate could not be computed because there were an insufficient number of sample observations. For a ratio of medians estimate, one or both of the median estimates falls in the lowest interval or highest interval of an open-ended distribution. For a 5-year median estimate, the margin of error associated with a median was larger than the median itself.

N

The estimate or margin of error cannot be displayed because there were an insufficient number of sample cases in the selected geographic area.

(X)

The estimate or margin of error is not applicable or not available.

median-

The median falls in the lowest interval of an open-ended distribution (for example "2,500-")

median+

The median falls in the highest interval of an open-ended distribution (for example "250,000+").

**

The margin of error could not be computed because there were an insufficient number of sample observations.

The margin of error could not be computed because the median falls in the lowest interval or highest interval of an open-ended distribution.

A margin of error is not appropriate because the corresponding estimate is controlled to an independent population or housing estimate. Effectively, the corresponding estimate has no sampling error and the margin of error may be treated as zero.

Means of Transportation to Work by Selected Characteristics



Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

		Santa Cruz City Elementary School District, California		
		Total	Car, truck	
Label		Estimate	Margin of Error	
> Workers 16 years and over		31,625	±1,110	
> EARNINGS IN THE PAST 12 MONTHS (IN 2022 INFLATION-ADJUSTED DOLLARS) FOR WORKERS				
> POVERTY STATUS IN THE PAST 12 MONTHS				
> Workers 16 years and over		31,625	±1,110	
✓ Workers 16 years and over who did not work from home		25,822	±1,173	
> TIME OF DEPARTURE TO GO TO WORK				
✓ TRAVEL TIME TO WORK				
Less than 10 minutes		19.9%	±2.5	
10 to 14 minutes		24.0%	±2.0	
15 to 19 minutes		16.5%	±2.0	
20 to 24 minutes		11.4%	±2.3	
25 to 29 minutes		2.4%	±0.7	
30 to 34 minutes		5.6%	±1.2	
35 to 44 minutes		2.5%	±0.7	
45 to 59 minutes		8.0%	±2.1	
60 or more minutes		9.6%	±1.6	
Mean travel time to work (minutes)		N	N	
✓ Workers 16 years and over in households		28,715	±1,071	

Table Notes

Means of Transportation to Work by Selected Characteristics

Survey/Program: American Community Survey

Year: 2022

Estimates: 5-Year

Table ID: S0802

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, the decennial census is the official source of population totals for April 1st of each decennial year. In between censuses, the Census Bureau's Population Estimates Program produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

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Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the [Methodology](#) section.

Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

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Workers include members of the Armed Forces and civilians who were at work last week.

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Occupation titles and their 4-digit codes are based on the 2018 Standard Occupational Classification.

When information is missing or inconsistent, the Census Bureau logically assigns an acceptable value using the response to a related question or questions. If a logical assignment is not possible, data are filled using a statistical process called allocation, which uses a similar individual or household to provide a donor value. The "Allocated" section is the number of respondents who received an allocated value for a particular subject.

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In 2019, methodological changes were made to the class of worker question. These changes involved modifications to the question wording, the category wording, and the visual format of the categories on the questionnaire. The format for the class of worker categories are now listed under the headings "Private Sector Employee," "Government Employee," and "Self-Employed or Other." Additionally, the category of Active Duty was added as one of the response categories under the "Government Employee" section for the mail questionnaire. For more detailed information about the

2019 changes, see the 2016 American Community Survey Content Test Report for Class of Worker located at http://www.census.gov/library/working-papers/2017/acs/2017_Martinez_01.html.

The 2018-2022 American Community Survey (ACS) data generally reflect the March 2020 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on 2020 Census data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Explanation of Symbols:

-

The estimate could not be computed because there were an insufficient number of sample observations. For a ratio of medians estimate, one or both of the median estimates falls in the lowest interval or highest interval of an open-ended distribution. For a 5-year median estimate, the margin of error associated with a median was larger than the median itself.

N

The estimate or margin of error cannot be displayed because there were an insufficient number of sample cases in the selected geographic area.

(X)

The estimate or margin of error is not applicable or not available.

median-

The median falls in the lowest interval of an open-ended distribution (for example "2,500-")

median+

The median falls in the highest interval of an open-ended distribution (for example "250,000+").

**

The margin of error could not be computed because there were an insufficient number of sample observations.

The margin of error could not be computed because the median falls in the lowest interval or highest interval of an open-ended distribution.

A margin of error is not appropriate because the corresponding estimate is controlled to an independent population or housing estimate. Effectively, the corresponding estimate has no sampling error and the margin of error may be treated as zero.

Means of Transportation to Work by Selected Characteristics



Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

		Santa Cruz City High School District, California		
		Total	Car, truck	
Label		Estimate	Margin of Error	
> Workers 16 years and over		3,277	±418	
> EARNINGS IN THE PAST 12 MONTHS (IN 2022 INFLATION-ADJUSTED DOLLARS) FOR WORKERS				
> POVERTY STATUS IN THE PAST 12 MONTHS				
> Workers 16 years and over		3,277	±418	
✓ Workers 16 years and over who did not work from home		2,479	±369	
> TIME OF DEPARTURE TO GO TO WORK				
✓ TRAVEL TIME TO WORK				
Less than 10 minutes		12.8%	±4.3	
10 to 14 minutes		5.0%	±2.1	
15 to 19 minutes		11.8%	±2.9	
20 to 24 minutes		17.3%	±6.3	
25 to 29 minutes		12.7%	±2.8	
30 to 34 minutes		12.4%	±3.3	
35 to 44 minutes		5.2%	±1.9	
45 to 59 minutes		11.5%	±3.2	
60 or more minutes		11.5%	±3.3	
Mean travel time to work (minutes)		30.7	±2.8	
✓ Workers 16 years and over in households		3,217	±376	

Table Notes

Means of Transportation to Work by Selected Characteristics

Survey/Program: American Community Survey

Year: 2022

Estimates: 5-Year

Table ID: S0802

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, the decennial census is the official source of population totals for April 1st of each decennial year. In between censuses, the Census Bureau's Population Estimates Program produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Information about the American Community Survey (ACS) can be found on the ACS website. Supporting documentation including code lists, subject definitions, data accuracy, and statistical testing, and a full list of ACS tables and table shells (without estimates) can be found on the Technical Documentation section of the ACS website.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the [Methodology](#) section.

Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

Foreign born excludes people born outside the United States to a parent who is a U.S. citizen.

Workers include members of the Armed Forces and civilians who were at work last week.

Industry titles and their 4-digit codes are based on the 2017 North American Industry Classification System. The industry categories adhere to the guidelines issued in Clarification Memorandum No. "NAICS Alternate Aggregation Structure for Use By U.S. Statistical Agencies," issued by the Office of Management and Budget.

Occupation titles and their 4-digit codes are based on the 2018 Standard Occupational Classification.

When information is missing or inconsistent, the Census Bureau logically assigns an acceptable value using the response to a related question or questions. If a logical assignment is not possible, data are filled using a statistical process called allocation, which uses a similar individual or household to provide a donor value. The "Allocated" section is the number of respondents who received an allocated value for a particular subject.

Several means of transportation to work categories were updated in 2019. For more information, see: [Change to Means of Transportation](#).

In 2019, methodological changes were made to the class of worker question. These changes involved modifications to the question wording, the category wording, and the visual format of the categories on the questionnaire. The format for the class of worker categories are now listed under the headings "Private Sector Employee," "Government Employee," and "Self-Employed or Other." Additionally, the category of Active Duty was added as one of the response categories under the "Government Employee" section for the mail questionnaire. For more detailed information about the

2019 changes, see the 2016 American Community Survey Content Test Report for Class of Worker located at http://www.census.gov/library/working-papers/2017/acs/2017_Martinez_01.html.

The 2018-2022 American Community Survey (ACS) data generally reflect the March 2020 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on 2020 Census data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Explanation of Symbols:

-

The estimate could not be computed because there were an insufficient number of sample observations. For a ratio of medians estimate, one or both of the median estimates falls in the lowest interval or highest interval of an open-ended distribution. For a 5-year median estimate, the margin of error associated with a median was larger than the median itself.

N

The estimate or margin of error cannot be displayed because there were an insufficient number of sample cases in the selected geographic area.

(X)

The estimate or margin of error is not applicable or not available.

median-

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median+

The median falls in the highest interval of an open-ended distribution (for example "250,000+").

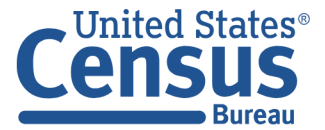
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Selected Housing Characteristics



Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

Santa Cruz City High School District (6-12), California			
Label	Estimate	Margin of Error	
▼ HOUSING OCCUPANCY			
▼ Total housing units	25,048	±663	
Occupied housing units	22,563	±623	
Vacant housing units	2,485	±454	
Homeowner vacancy rate	1.5	±0.9	
Rental vacancy rate	2.2	±1.1	
▼ UNITS IN STRUCTURE			
▼ Total housing units	25,048	±663	
1-unit, detached	14,439	±740	
1-unit, attached	2,228	±392	
2 units	1,138	±349	
3 or 4 units	1,652	±395	
5 to 9 units	1,777	±429	
10 to 19 units	770	±192	
20 or more units	2,509	±463	
Mobile home	486	±178	
Boat, RV, van, etc.	49	±58	
▼ YEAR STRUCTURE BUILT			
▼ Total housing units	25,048	±663	
Built 2020 or later	49	±43	
Built 2010 to 2019	934	±193	
Built 2000 to 2009	2,142	±383	
Built 1990 to 1999	2,213	±510	
Built 1980 to 1989	2,514	±422	
Built 1970 to 1979	4,500	±614	
Built 1960 to 1969	2,634	±374	
Built 1950 to 1959	3,146	±499	
Built 1940 to 1949	2,187	±373	

Table Notes

Selected Housing Characteristics

Survey/Program: American Community Survey

Year: 2022

Estimates: 5-Year

Table ID: DP04

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, the decennial census is the official source of population totals for April 1st of each decennial year. In between censuses, the Census Bureau's Population Estimates Program produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

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Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the [Methodology](#) section.

Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates

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Households not paying cash rent are excluded from the calculation of median gross rent.

Telephone service data are not available for certain geographic areas due to problems with data collection of this question that occurred in 2019. Both ACS 1-year and ACS 5-year files were affected. It may take several years in the ACS 5-year files until the estimates are available for the geographic areas affected.

The 2018-2022 American Community Survey (ACS) data generally reflect the March 2020 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on 2020 Census data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Explanation of Symbols:

-

The estimate could not be computed because there were an insufficient number of sample observations. For a ratio of medians estimate, one or both of the median estimates falls in the lowest interval or highest interval of an open-ended distribution. For a 5-year median estimate, the margin of error associated with a median was larger than the median itself.

N

The estimate or margin of error cannot be displayed because there were an insufficient number of sample cases in the selected geographic area.

(X)

The estimate or margin of error is not applicable or not available.

median-

The median falls in the lowest interval of an open-ended distribution (for example "2,500-")

median+

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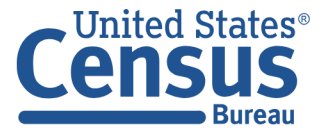
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Selected Housing Characteristics



Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

Santa Cruz City High School District (9-12), California			
Label	Estimate	Margin of Error	
▼ HOUSING OCCUPANCY			
▼ Total housing units	22,735	±672	
Occupied housing units	20,746	±699	
Vacant housing units	1,989	±363	
Homeowner vacancy rate	0.6	±0.7	
Rental vacancy rate	2.7	±1.4	
▼ UNITS IN STRUCTURE			
▼ Total housing units	22,735	±672	
1-unit, detached	11,146	±536	
1-unit, attached	2,305	±297	
2 units	1,124	±354	
3 or 4 units	2,002	±391	
5 to 9 units	733	±189	
10 to 19 units	801	±270	
20 or more units	1,526	±258	
Mobile home	3,065	±415	
Boat, RV, van, etc.	33	±53	
▼ YEAR STRUCTURE BUILT			
▼ Total housing units	22,735	±672	
Built 2020 or later	17	±20	
Built 2010 to 2019	858	±246	
Built 2000 to 2009	1,661	±274	
Built 1990 to 1999	2,026	±356	
Built 1980 to 1989	4,057	±509	
Built 1970 to 1979	4,921	±572	
Built 1960 to 1969	3,917	±543	
Built 1950 to 1959	2,315	±394	
Built 1940 to 1949	1,477	±296	

Table Notes

Selected Housing Characteristics

Survey/Program: American Community Survey

Year: 2022

Estimates: 5-Year

Table ID: DP04

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, the decennial census is the official source of population totals for April 1st of each decennial year. In between censuses, the Census Bureau's Population Estimates Program produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

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Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the [Methodology](#) section.

Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

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Explanation of Symbols:

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N

The estimate or margin of error cannot be displayed because there were an insufficient number of sample cases in the selected geographic area.

(X)

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median-

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median+

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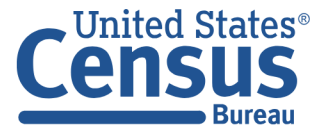
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Selected Housing Characteristics



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Santa Cruz City High School District, California			
Label	Estimate	Margin of Error	
▼ HOUSING OCCUPANCY			
▼ Total housing units	2,717	±202	
Occupied housing units	2,409	±196	
Vacant housing units	308	±88	
Homeowner vacancy rate	0.0	±2.1	
Rental vacancy rate	3.7	±4.0	
▼ UNITS IN STRUCTURE			
▼ Total housing units	2,717	±202	
1-unit, detached	2,432	±183	
1-unit, attached	143	±66	
2 units	22	±17	
3 or 4 units	49	±50	
5 to 9 units	0	±19	
10 to 19 units	6	±7	
20 or more units	3	±4	
Mobile home	44	±27	
Boat, RV, van, etc.	18	±22	
> YEAR STRUCTURE BUILT			
▼ ROOMS			
▼ Total housing units	2,717	±202	
1 room	113	±54	
2 rooms	192	±88	
3 rooms	190	±72	
4 rooms	419	±117	
5 rooms	350	±86	
6 rooms	505	±130	
7 rooms	372	±84	
8 rooms	218	±64	

Table Notes

Selected Housing Characteristics

Survey/Program: American Community Survey

Year: 2022

Estimates: 5-Year

Table ID: DP04

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Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the [Methodology](#) section.

Source: U.S. Census Bureau, 2018-2022 American Community Survey 5-Year Estimates

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Explanation of Symbols:

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N

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(X)

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median-

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median+

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Selected Housing Characteristics



Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

Santa Cruz City Elementary School District, California			
Label	Estimate	Margin of Error	
▼ HOUSING OCCUPANCY			
▼ Total housing units	25,048	±663	
Occupied housing units	22,563	±623	
Vacant housing units	2,485	±454	
Homeowner vacancy rate	1.5	±0.9	
Rental vacancy rate	2.2	±1.1	
▼ UNITS IN STRUCTURE			
▼ Total housing units	25,048	±663	
1-unit, detached	14,439	±740	
1-unit, attached	2,228	±392	
2 units	1,138	±349	
3 or 4 units	1,652	±395	
5 to 9 units	1,777	±429	
10 to 19 units	770	±192	
20 or more units	2,509	±463	
Mobile home	486	±178	
Boat, RV, van, etc.	49	±58	
▼ YEAR STRUCTURE BUILT			
▼ Total housing units	25,048	±663	
Built 2020 or later	49	±43	
Built 2010 to 2019	934	±193	
Built 2000 to 2009	2,142	±383	
Built 1990 to 1999	2,213	±510	
Built 1980 to 1989	2,514	±422	
Built 1970 to 1979	4,500	±614	
Built 1960 to 1969	2,634	±374	
Built 1950 to 1959	3,146	±499	
Built 1940 to 1949	2,187	±373	

Table Notes

Selected Housing Characteristics

Survey/Program: American Community Survey

Year: 2022

Estimates: 5-Year

Table ID: DP04

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, the decennial census is the official source of population totals for April 1st of each decennial year. In between censuses, the Census Bureau's Population Estimates Program produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

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N

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(X)

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median-

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**

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PROFILE OF GENERAL POPULATION AND HOUSING CHARACTERISTICS



Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

		Santa Cruz City High School District (6-12), California	
Label		Count	Percent
> SEX AND AGE			
> MEDIAN AGE BY SEX			
> RACE			
> TOTAL RACES TALLIED [1]			
> HISPANIC OR LATINO			
> HISPANIC OR LATINO BY RACE			
> RELATIONSHIP			
✓ HOUSEHOLDS BY TYPE			
✓ Total households		22,624	100.0%
✓ Married couple household		8,198	36.2%
With own children under 18 [5]		2,847	12.6%
✓ Cohabiting couple household		2,110	9.3%
With own children under 18 [5]		325	1.4%
✓ Male householder, no spouse or partner		5,619	24.8%
✓ Living alone		3,299	14.6%
65 years and over		1,004	4.4%
With own children under 18 [5]		358	1.6%
✓ Female householder, no spouse or partner		6,697	29.6%
✓ Living alone		3,797	16.8%
65 years and over		1,870	8.3%
With own children under 18 [5]		780	3.4%
Households with individuals under 65 years		5,035	22.3%
Households with individuals 65 years and over		7,293	32.2%
✓ HOUSING OCCUPANCY			
✓ Total housing units		25,170	100.0%
Occupied housing units		22,624	89.9%
✓ Vacant housing units		2,546	10.1%
For rent		623	2.5%

Table Notes

PROFILE OF GENERAL POPULATION AND HOUSING CHARACTERISTICS

Survey/Program: Decennial Census

Year: 2020

Table ID: DP1

Note: For information on data collection, confidentiality protection, nonsampling error, subject definitions, and guidance on using the data, visit the 2020 Census Demographic and Housing Characteristics File (DHC) Technical Documentation webpage.

To protect respondent confidentiality, data have undergone disclosure avoidance methods which add "statistical noise" - small, random additions or subtractions - to the data so that no one can reliably link the published data to a specific person or household. The Census Bureau encourages data users to aggregate small populations and geographies to improve accuracy and diminish implausible results.

An "(X)" means not applicable.

An "-" means the statistic could not be computed because there were an insufficient number of observations.

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[2] "Child" includes biological, adopted, and stepchildren of the householder.

[3] "Own children" includes biological, adopted, and stepchildren of the householder.

[4] The homeowner vacancy rate is the proportion of the homeowner inventory that is vacant "for sale." It is computed by dividing the total number of vacant units "for sale only" by the sum of owner-occupied units, vacant units that are "for sale only," and vacant units that have been sold but not yet occupied; and then multiplying by 100.

[5] The rental vacancy rate is the proportion of the rental inventory that is vacant "for rent." It is computed by dividing the total number of vacant unit "for rent" by the sum of the renter-occupied units, vacant units that are "for rent," and vacant units that have been rented but not yet occupied; and then multiplying by 100.

Source: U.S. Census Bureau, 2020 Census Demographic Profile

PROFILE OF GENERAL POPULATION AND HOUSING CHARACTERISTICS



Note: This is a modified view of the original table produced by the U.S. Census Bureau. This download or printed version may have missing information from the original table.

		Santa Cruz City High School District (9-12), California	
Label		Count	Percent
> SEX AND AGE			
> MEDIAN AGE BY SEX			
> RACE			
> TOTAL RACES TALLIED [1]			
> HISPANIC OR LATINO			
> HISPANIC OR LATINO BY RACE			
> RELATIONSHIP			
> HOUSEHOLDS BY TYPE			
✓ HOUSING OCCUPANCY			
✓ Total housing units		22,870	100.0%
Occupied housing units		20,351	89.0%
✓ Vacant housing units		2,519	11.0%
For rent		397	1.7%
Rented, not occupied		51	0.2%
For sale only		116	0.5%
Sold, not occupied		71	0.3%
For seasonal, recreational, or		1,573	6.9%
All other vacants		311	1.4%
✓ VACANCY RATES			
Homeowner vacancy rate (percent)		1.0	(X)
Rental vacancy rate (percent) [5]		4.2	(X)
✓ HOUSING TENURE			
✓ Occupied housing units		20,351	100.0%
Owner-occupied housing units		11,457	56.3%
Renter-occupied housing units		8,894	43.7%

Table Notes

PROFILE OF GENERAL POPULATION AND HOUSING CHARACTERISTICS

Survey/Program: Decennial Census

Year: 2020

Table ID: DP1

Note: For information on data collection, confidentiality protection, nonsampling error, subject definitions, and guidance on using the data, visit the 2020 Census Demographic and Housing Characteristics File (DHC) Technical Documentation webpage.

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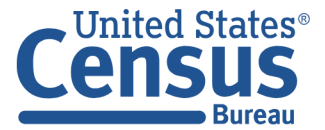
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Source: U.S. Census Bureau, 2020 Census Demographic Profile

PROFILE OF GENERAL POPULATION AND HOUSING CHARACTERISTICS



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Santa Cruz City High School District, California		
Label	Count	Percent
> SEX AND AGE		
> MEDIAN AGE BY SEX		
> RACE		
> TOTAL RACES TALLIED [1]		
> HISPANIC OR LATINO		
> HISPANIC OR LATINO BY RACE		
> RELATIONSHIP		
> HOUSEHOLDS BY TYPE		
✓ HOUSING OCCUPANCY		
✓ Total housing units	2,999	100.0%
Occupied housing units	2,701	90.1%
✓ Vacant housing units	298	9.9%
For rent	18	0.6%
Rented, not occupied	6	0.2%
For sale only	26	0.9%
Sold, not occupied	8	0.3%
For seasonal, recreational, or	155	5.2%
All other vacants	85	2.8%
✓ VACANCY RATES		
Homeowner vacancy rate (percent)	1.3	(X)
Rental vacancy rate (percent) [5]	2.2	(X)
✓ HOUSING TENURE		
✓ Occupied housing units	2,701	100.0%
Owner-occupied housing units	1,923	71.2%
Renter-occupied housing units	778	28.8%

Table Notes

PROFILE OF GENERAL POPULATION AND HOUSING CHARACTERISTICS

Survey/Program: Decennial Census

Year: 2020

Table ID: DP1

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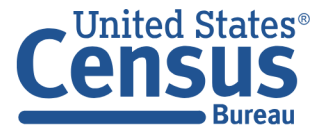
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Source: U.S. Census Bureau, 2020 Census Demographic Profile

PROFILE OF GENERAL POPULATION AND HOUSING CHARACTERISTICS



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Santa Cruz City Elementary School District, California			
Label	Count	Percent	
> SEX AND AGE			
> MEDIAN AGE BY SEX			
> RACE			
> TOTAL RACES TALLIED [1]			
> HISPANIC OR LATINO			
> HISPANIC OR LATINO BY RACE			
> RELATIONSHIP			
✓ HOUSEHOLDS BY TYPE			
✓ Total households	22,624	100.0%	
✓ Married couple household	8,198	36.2%	
With own children under 18 [5]	2,847	12.6%	
✓ Cohabiting couple household	2,110	9.3%	
With own children under 18 [5]	325	1.4%	
✓ Male householder, no spouse or partner	5,619	24.8%	
✓ Living alone	3,299	14.6%	
65 years and over	1,004	4.4%	
With own children under 18 [5]	358	1.6%	
✓ Female householder, no spouse or partner	6,697	29.6%	
✓ Living alone	3,797	16.8%	
65 years and over	1,870	8.3%	
With own children under 18 [5]	780	3.4%	
Households with individuals under 65 years	5,035	22.3%	
Households with individuals 65 years and over	7,293	32.2%	
✓ HOUSING OCCUPANCY			
✓ Total housing units	25,170	100.0%	
Occupied housing units	22,624	89.9%	
✓ Vacant housing units	2,546	10.1%	
For rent	623	2.5%	

Table Notes

PROFILE OF GENERAL POPULATION AND HOUSING CHARACTERISTICS

Survey/Program: Decennial Census

Year: 2020

Table ID: DP1

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Source: U.S. Census Bureau, 2020 Census Demographic Profile

Use of Developer Fees:

A School District can use the revenue collected on residential and commercial/industrial construction for the purposes listed below:

- Purchase or lease of interim school facilities to house students generated by new development pending the construction of permanent facilities.
- Purchase or lease of land for school facilities for such students.
- Acquisition of school facilities for such students, including:
 - Construction
 - Modernization/reconstruction
 - Architectural and engineering costs
 - Permits and plan checking
 - Testing and inspection
 - Furniture, Equipment and Technology for use in school facilities
- Legal and other administrative costs related to the provision of such new facilities
- Administration of the collection of, and justification for, such fees, and
- Any other purpose arising from the process of providing facilities for students generated by new development.

Following is an excerpt from the Education Code that states the valid uses of the Level 1 developer fees. It refers to construction and reconstruction. The term reconstruction was originally used in the Leroy Greene program. The term modernization is currently used in the 1998 State Building Program and represents the same scope of work used in the original reconstruction projects.

Ed Code Section 17620. (a) (1) The governing board of any school district is authorized to levy a fee, charge, dedication, or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities, subject to any limitations set forth in Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of the Government Code. This fee, charge, dedication, or other requirement may be applied to construction only as follows: ...

The limitations referred to in this text describe the maximum amounts that can be charged for residential and commercial/industrial projects and any projects that qualify for exemptions. They do not limit the use of the funds received.



Determination of Average State allowed amounts for Site Development Costs

Elementary Schools

<u>District</u>	<u>Project #</u>	<u>Acres</u>	Original	Inflation	2009 Adjusted	<u>Project Year</u>	2009	
			<u>OPSC Site Development</u>	<u>Factor</u>	<u>Site Development</u>		<u>Cost/Acre</u>	
Davis Jt Unified	3	9.05	\$532,282	38.4%	\$1,473,469	2004	\$162,814	
Dry Creek Jt Elem	2	8.5	\$516,347	46.2%	\$1,509,322	2002	\$177,567	
Dry Creek Jt Elem	5	11.06	\$993,868	20.1%	\$2,387,568	2006	\$215,874	
Elk Grove Unified	5	12.17	\$556,011	48.2%	\$1,648,316	2001	\$135,441	
Elk Grove Unified	10	11	\$690,120	48.2%	\$2,045,888	2001	\$185,990	
Elk Grove Unified	11	10	\$702,127	48.2%	\$2,081,483	2001	\$208,148	
Elk Grove Unified	14	10	\$732,837	46.2%	\$2,142,139	2002	\$214,214	
Elk Grove Unified	16	9.86	\$570,198	46.2%	\$1,666,733	2002	\$169,040	
Elk Grove Unified	17	10	\$542,662	46.2%	\$1,586,243	2002	\$158,624	
Elk Grove Unified	20	10	\$710,730	43.2%	\$2,034,830	2003	\$203,483	
Elk Grove Unified	25	10	\$645,923	38.4%	\$1,788,052	2004	\$178,805	
Elk Grove Unified	28	10.03	\$856,468	24.4%	\$2,130,974	2005	\$212,460	
Elk Grove Unified	39	9.91	\$1,007,695	20.1%	\$2,420,785	2006	\$244,277	
Folsom-Cordova Unified	1	9.79	\$816,196	20.1%	\$1,960,747	2006	\$200,281	
Folsom-Cordova Unified	4	7.5	\$455,908	46.2%	\$1,332,654	2002	\$177,687	
Folsom-Cordova Unified	5	8	\$544,213	46.2%	\$1,590,776	2002	\$198,847	
Folsom-Cordova Unified	8	8.97	\$928,197	11.2%	\$2,063,757	2007	\$230,073	
Galt Jt Union Elem	2	10.1	\$1,033,044	38.4%	\$2,859,685	2004	\$283,137	
Lincoln Unified	1	9.39	\$433,498	46.2%	\$1,267,148	2002	\$134,947	
Lodi Unified	3	11.2	\$555,999	46.2%	\$1,625,228	2002	\$145,110	
Lodi Unified	10	11.42	\$1,245,492	46.2%	\$3,640,669	2002	\$318,798	
Lodi Unified	19	9.93	\$999,164	11.2%	\$2,221,545	2007	\$223,721	
Lodi Unified	22	10	\$1,416,212	7.7%	\$3,051,426	2008	\$305,143	
Natomas Unified	6	8.53	\$685,284	46.2%	\$2,003,138	2002	\$234,834	
Natomas Unified	10	9.83	\$618,251	43.2%	\$1,770,061	2003	\$180,067	
Natomas Unified	12	9.61	\$735,211	24.4%	\$1,829,275	2005	\$190,351	
Rocklin Unified	8	10.91	\$593,056	46.2%	\$1,733,548	2002	\$158,895	
Stockton Unified	1	12.66	\$1,462,232	7.7%	\$3,150,582	2008	\$248,861	
Stockton Unified	2	10.5	\$781,675	43.2%	\$2,237,946	2003	\$213,138	
Stockton Unified	6	12.48	\$1,136,704	20.1%	\$2,730,703	2006	\$218,806	
Tracy Jt Unified	4	10	\$618,254	46.2%	\$1,807,204	2002	\$180,720	
Tracy Jt Unified	10	10	\$573,006	38.4%	\$1,586,202	2004	\$158,620	
Washington Unified	1	8	\$446,161	46.2%	\$1,304,163	2002	\$163,020	2024
Washington Unified	4	10.76	\$979,085	7.7%	\$2,109,575	2008	\$196,057	Adjusted Value
Totals		341.16			\$68,791,833	Average	\$201,641	\$339,346

Middle and High Schools

<u>District</u>	<u>Project #</u>	<u>Acres</u>	Original	Inflation	2009 Adjusted	<u>Project Year</u>	2009	
			<u>OPSC Site Development</u>	<u>Factor</u>	<u>Site Development</u>		<u>Cost/Acre</u>	
Western Placer Unified	4	19.3	\$5,973,312	24.4%	\$7,431,085	2005	\$385,030	
Roseville City Elem	2	21.6	\$1,780,588	48.2%	\$2,639,311	2000	\$122,190	
Elk Grove Unified	4	66.2	\$8,659,494	48.2%	\$12,835,704	2000	\$193,893	
Elk Grove Unified	13	76.4	\$9,791,732	48.2%	\$14,513,986	2001	\$189,974	
Elk Grove Unified	18	84.3	\$13,274,562	43.2%	\$19,002,626	2003	\$225,417	
Grant Jt Union High	2	24	\$2,183,840	48.2%	\$3,237,039	2000	\$134,877	
Center Unified	1	21.2	\$1,944,310	46.2%	\$2,841,684	2002	\$134,042	
Lodi Unified	2	13.4	\$1,076,844	46.2%	\$1,573,849	2002	\$117,451	
Lodi Unified	6	13.4	\$2,002,164	46.2%	\$2,926,240	2002	\$218,376	
Galt Jt Union Elem	1	24.9	\$2,711,360	46.2%	\$3,962,757	2002	\$159,147	
Tahoe Truckee Unified	2	24	\$2,752,632	43.2%	\$3,940,412	2003	\$164,184	
Davis Unified	5	23.3	\$3,814,302	43.2%	\$5,460,199	2003	\$234,343	
Woodland Unified	3	50.2	\$8,664,700	46.2%	\$12,663,792	2002	\$252,267	
Sacramento City Unified	1	35.2	\$4,813,386	46.2%	\$7,034,949	2002	\$199,856	
Lodi Unified	4	47	\$7,652,176	46.2%	\$11,183,950	2002	\$237,956	
Stockton Unified	3	49.1	\$8,959,088	43.2%	\$12,824,996	2003	\$261,202	
Natomas Unified	11	38.7	\$3,017,002	38.4%	\$4,175,850	2004	\$107,903	2024
Rocklin Unified	11	47.1	\$11,101,088	24.4%	\$13,810,282	2005	\$293,212	Adjusted Value
Totals		679.3			\$142,058,711	Average	\$209,125	\$319,258
Middle Schools:		260.7			\$49,447,897	Middle	\$189,704	\$319,258
High Schools:		418.6			\$92,610,814	High	\$221,217	\$372,291

INDEX ADJUSTMENT ON THE ASSESSMENT FOR DEVELOPMENT

PURPOSE OF REPORT

To report the index adjustment on the assessment for development, which may be levied pursuant to Education Code Section 17620.

DESCRIPTION

The law requires the maximum assessment for development be adjusted every two years by the change in the Class B construction cost index, as determined by the State Allocation Board (Board) in each calendar year. This item requests that the Board make the adjustment based on the change reflected using the RS Means index.

AUTHORITY

Education Code Section 17620(a)(1) states the following: “The governing board of any school district is authorized to levy a fee, charge, dedication, or other requirement against any construction within the boundaries of the district, for the purpose of funding the construction or reconstruction of school facilities, subject to any limitations set forth in Chapter 4.9 (commencing with Section 65995) of Division 1 of Title 7 of the Government Code.”

Government Code Section 65995(b)(3) states the following: “The amount of the limits set forth in paragraphs (1) and (2) shall be increased in 2000, and every two years thereafter, according to the adjustment for inflation set forth in the statewide cost index for class B construction, as determined by the State Allocation Board at its January meeting, which increase shall be effective as of the date of that meeting.”

BACKGROUND

There are three levels that may be levied for developer’s fees. The fees are levied on a per-square foot basis. The lowest fee, Level I, is assessed if the district conducts a Justification Study that establishes the connection between the development coming into the district and the assessment of fees to pay for the cost of the facilities needed to house future students. The Level II fee is assessed if a district makes a timely application to the Board for new construction funding, conducts a School Facility Needs Analysis pursuant to Government Code Section 65995.6, and satisfies at least two of the requirements listed in Government Code Section 65995.5(b)(3). The Level III fee is assessed when State bond funds are exhausted; the district may impose a developer’s fee up to 100 percent of the School Facility Program new construction project cost.

STAFF ANALYSIS/STATEMENTS

A historical comparison of the assessment rates for development fees for 2020 and 2022 are shown below for information. According to the RS Means, the cost index for Class B construction increased by 7.84% percent, during the two-year period from January 2022 to January 2024, requiring the assessment for development fees to be adjusted as follows beginning January 2024:

RS Means Index Maximum Level I Assessment Per Square Foot

	<u>2020</u>	<u>2022</u>	<u>2024</u>
Residential	\$4.08	\$4.79	\$5.17
Commercial/Industrial	\$0.66	\$0.78	\$0.84

RECOMMENDATION

Increase the 2024 maximum Level I assessment for development in the amount of 7.84 percent using the RS Means Index to be effective immediately.

ATTACHMENT B

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS

State Allocation Board Meeting, January 24, 2024

Grant Amount Adjustments

New Construction	SFP Regulation Section	Adjusted Grant Per Pupil Effective 1-1-23	Adjusted Grant Per Pupil Effective 1-1-24
Elementary	1859.71	\$15,983	\$15,770
Middle	1859.71	\$16,904	\$16,679
High	1859.71	\$21,509	\$21,223
Special Day Class – Severe	1859.71.1	\$44,911	\$44,314
Special Day Class – Non-Severe	1859.71.1	\$30,036	\$29,637
Automatic Fire Detection/Alarm System – Elementary	1859.71.2	\$19	\$19
Automatic Fire Detection/Alarm System – Middle	1859.71.2	\$25	\$25
Automatic Fire Detection/Alarm System – High	1859.71.2	\$43	\$42
Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.71.2	\$80	\$79
Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe	1859.71.2	\$57	\$56
Automatic Sprinkler System – Elementary	1859.71.2	\$268	\$264
Automatic Sprinkler System – Middle	1859.71.2	\$319	\$315
Automatic Sprinkler System – High	1859.71.2	\$331	\$327
Automatic Sprinkler System – Special Day Class – Severe	1859.71.2	\$846	\$835
Automatic Sprinkler System – Special Day Class – Non-Severe	1859.71.2	\$567	\$559

ATTACHMENT B

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS

State Allocation Board Meeting, January 24, 2024

Grant Amount Adjustments

Modernization	SFP Regulation Section	Adjusted Grant Per Pupil Effective 1-1-23	Adjusted Grant Per Pupil Effective 1-1-24
Elementary	1859.78	\$6,086	\$6,005
Middle	1859.78	\$6,436	\$6,350
High	1859.78	\$8,427	\$8,315
Special Day Class - Severe	1859.78.3	\$19,396	\$19,138
Special Day Class – Non-Severe	1859.78.3	\$12,977	\$12,804
State Special School – Severe	1859.78	\$32,330	\$31,900
Automatic Fire Detection/Alarm System – Elementary	1859.78.4	\$198	\$195
Automatic Fire Detection/Alarm System – Middle	1859.78.4	\$198	\$195
Automatic Fire Detection/Alarm System – High	1859.78.4	\$198	\$195
Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.78.4	\$544	\$537
Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe	1859.78.4	\$365	\$360
Over 50 Years Old – Elementary	1859.78.6	\$8,454	\$8,342
Over 50 Years Old – Middle	1859.78.6	\$8,942	\$8,823
Over 50 Years Old – High	1859.78.6	\$11,705	\$11,549
Over 50 Years Old – Special Day Class – Severe	1859.78.6	\$26,948	\$26,590
Over 50 Years Old – Special Day Class – Non-Severe	1859.78.6	\$18,019	\$17,779
Over 50 Years Old – State Special Day School – Severe	1859.78.6	\$44,910	\$44,313

ATTACHMENT B

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS

State Allocation Board Meeting, January 24, 2024

Grant Amount Adjustments

New Construction / Modernization / Facility Hardship / Seismic Mitigation / Joint Use	SFP Regulation Section	Adjusted Grant Amount Effective 1-1-23	Adjusted Grant Amount Effective 1-1-24
Therapy/Multipurpose Room/Other (per square foot)	1859.72 1859.73.2 1859.77.3 1859.82.1 1859.82.2 1859.125 1859.125.1	\$262	\$259
Toilet Facilities (per square foot)	1859.72 1859.73.2 1859.82.1 1859.82.2 1859.125 1859.125.1	\$470	\$464
Portable Therapy/Multipurpose Room/Other (per square foot)	1859.72 1859.73.2 1859.77.3 1859.82.1 1859.125 1859.125.1	\$59	\$58
Portable Toilet Facilities (per square foot)	1859.72 1859.73.2 1859.82.1 1859.125 1859.125.1	\$152	\$150

New Construction Only	SFP Regulation Section	Adjusted Grant Amount Effective 1-1-23	Adjusted Grant Amount Effective 1-1-24
Parking Spaces (per stall)	1859.76	\$20,325	\$20,055
General Site Grant (per acre for additional acreage being acquired)	1859.76	\$26,016	\$25,670
Project Assistance (for school district with less than 2,500 pupils)	1859.73.1	\$9,775	\$9,645

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Resolution 21-23-24: Developer Fees Justification Study

MEETING DATE: April 10, 2024

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Adopt and approve the Developer Fee Justification Study Resolution and increase the Level 1 fees for both the Elementary and the High School Districts.

BACKGROUND:

Per state law, the District collects Developer Fees that are assessed on a per square foot basis on new residential and commercial construction within the District. These funds are used to provide school facilities to house and service the student enrollment generated by the new construction. The Developer Fee Justification Study is to justify the statutory fee rates for both residential and for commercial/industrial development. School districts are authorized to collect these fees per Education Code Section 17620.

The State Allocation Board (SAB) adjusts these statutory school impact fees commonly known as Level 1 Fees, every two years for inflation. In January, the State Allocation Board increased the Level 1 fee amounts for 2024.

The Elementary district is justified in collecting their share (54%) of the approved rates: \$2.79 per square foot for residential construction. The High School District is justified in collecting their share (46%) of the approved rates: \$2.38 per square foot for residential construction.

Schoolworks, Inc., has completed an updated report aligned with the State Allocation Board recent action. This study assesses whether or not the District is eligible to receive the updated Level 1 Fees.

A copy of the 2024 Developer Fee Justification Study is posted in the Business Office and available by contacting the Business Office at (831) 429-3410 ext. 48274.

FISCAL IMPACT:

\$6,250 Developer Fees Fund 25 (Restricted)

This work is in direct support of the following District goal and its corresponding metrics:
Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

AGENDA ITEM: 8.2.2.3

**BEFORE THE BOARD OF EDUCATION
OF THE
SANTA CRUZ CITY SCHOOLS
RESOLUTION NO. 21-23-24**

**A RESOLUTION FOR THE ADOPTION OF THE 2024 DEVELOPER FEE
JUSTIFICATION STUDY AND THE INCREASE IN SCHOOL
FACILITIES FEES AND ADOPTION OF CEQA NOTICE OF
EXEMPTION**

WHEREAS, Education Code section 17620 authorizes school districts to levy a fee, charge or dedication against any new construction within its boundaries for the purpose of funding the construction or reconstruction of school facilities; and

WHEREAS, the governing board (“Board”) of the Santa Cruz City School District (“District”) has caused a study to be prepared by SchoolWorks entitled 2024 Developer Fee Justification Study (incorporated herein by reference and hereinafter referred to as the “Study”), which identifies the purpose and use for the fee and sets forth a reasonable relationship between the fee to be imposed, the type of development project on which the fee is to be imposed, and the increased school facilities made necessary by virtue of the burden imposed by the development; and

WHEREAS, the Santa Cruz City School District (“District”) by agreement with its feeder elementary school district[s] sharing geographical territory with the District (“Fee-Sharing Agreement”), may levy 46% of the total fees permitted pursuant to Government Code Section 65995 for development in areas in which the District provides school services. The remaining permitted fees shall be allocated to the feeder elementary school district(s) within whose boundaries the residential, commercial, or industrial development shall occur; and

WHEREAS, pursuant to the authority of Government Code section 65995, subdivision (b)(3), the fees authorized by Education Code section 17620 have presently been established by the State Allocation Board (“SAB”) in the amount of \$5.17 per square foot for residential development and \$0.84 per square foot for commercial/industrial development; and

WHEREAS, the Study justifies the District’s imposition of a fee in the amount of \$5.17 per square foot for residential development and \$0.84 per square foot for commercial/ industrial development except for Rental Self Storage facilities in which a fee of \$0.10 per square foot is justified.

WHEREAS, based upon the Fee-Sharing Agreement, the District may levy the following fees in the areas of the District where only high school services are provided, which represent a percentage of the SAB Authorized Fee Amounts

1. \$2.38 per square foot of residential development (46% of \$5.17).
2. \$0.38 per square foot of commercial/industrial development (46% of \$0.84).

These amounts are justified by the needs of the District alone and do not include the needs of the feeder school district[s]; and

WHEREAS, Education Code section 17621 specifically exempts the adoption, increase, or imposition of any fee, charge, dedication or other requirement pursuant to Education Code section 17620 from the provisions of the California Environmental Quality Act (“CEQA”)(Pub. Resources Code Section 21000 et seq.); and

WHEREAS, upon a determination that the imposition of school facilities fees under Education Code section 17620 is exempt from CEQA, the District is entitled to file a Notice of Exemption with the County Clerk pursuant to California Code of Regulations, title 14, section 15062.

NOW, THEREFORE, BE IT RESOLVED, that the Board makes the following findings:

1. Prior to the adoption of this resolution (“Resolution”), the Board of the District conducted a public hearing at which oral and/or written presentations were made as part of the Board’s regularly scheduled meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered has been published twice in the newspaper in accordance with Government Code sections 66017 and 66018. Additionally, at least 10 days prior to the meeting, the District made all relevant information available to the public indicating the cost, or estimated cost, of the construction or reconstruction of school facilities made necessary by the residential and/or commercial/industrial development to which the fee shall apply.
2. The purpose of the fees is to provide adequate school facilities for the students of the District who will be generated by residential and commercial/industrial development in the District.
3. The fees are to be used to finance the construction and reconstruction of school facilities.
4. There is a reasonable relationship between the need for the imposition of the fee and the types of development projects upon which the fees shall be imposed for the purpose of the construction or reconstruction of school facilities, in that residential, commercial and industrial development will generate students who will attend District schools. These students cannot be housed by the District without additional school facilities, or the reconstruction of existing school facilities. The fees will be used to fund all, or a portion of, new school facilities, or to reconstruct existing school facilities.
5. There is a reasonable relationship between the amount of the fee and the cost of the additional or reconstructed school facilities attributable to the development upon which the fee shall be imposed, in that the square footage of these developments has a direct relationship to the number of students that will be generated, and thus to the facilities the District must add and/or reconstruct in order to accommodate the additional students.

6. The District maintains a separate capital facilities account, or fund, as required by Government Code section 66006.
7. There are no other adequate sources of funds to meet the District's school facilities needs occasioned by, and resulting from, the construction of new residential and/or commercial/industrial development within the District.

AND BE IT FURTHER RESOLVED that the Board incorporates herein by reference, approves and adopts the Study entitled 2024 Developer Fee Justification Study, prepared by SchoolWorks which documents the need for the school facilities fees.

AND BE IT FURTHER RESOLVED that since the Study justifies fees at or in excess of the allowable limits, the District hereby increases fees on residential development to \$5.17 per square foot, and fees on commercial/industrial developments to \$0.84 per square foot, in accordance with Education Code sections 17620, et seq., and Government Code sections 65995, et seq., except for Rental Self Storage facilities in which a fee of \$0.10 per square foot is justified.

AND BE IT FURTHER RESOLVED that in areas of the District where only high school services are provided and per the Fee-Sharing Agreement, the District hereby increases fees in the following amounts:

1. \$2.38 per square foot of residential development;
2. \$0.39 per square foot of commercial or industrial development except for Rental Self Storage facilities in which a fee of \$0.10 per square foot is justified.

AND BE IT FURTHER RESOLVED that the amount collected on behalf of both the District and the feeder school district[s] pursuant to this Resolution shall not exceed a total of \$5.17 per square foot for residential development and \$0.84 per square foot of commercial or industrial development.

AND BE IT FURTHER RESOLVED that the increase in fees shall take effect sixty (60) days after the date of this Resolution.

AND BE IT FURTHER RESOLVED that the Superintendent of the District, or his or her designee, shall give notice of the Board's action herein to all cities and counties with jurisdiction over the territory of the District in accordance with the requirements of Education Code section 17620 and 17621, requesting that no building permits (or, for manufactured homes and mobile homes, certificates of occupancy) be issued on or after the date which is sixty (60) days after the date of this Resolution, without certification from the District that the fee specified herein have been paid. Said notice shall specify that collection of the fees is not subject to the restriction set forth in Government Code section 66007, subdivision (a) but, pursuant to subdivision (b) of that statute, the fees are to be collected prior to issuance of building permits.

AND BE IT FURTHER RESOLVED that developers of commercial or industrial development be provided the opportunity for a hearing to appeal the imposition of the fee on their developments.

AND BE IT FURTHER RESOLVED that nothing contained or expressed in this Resolution shall be construed to affect the District's authority to increase fees, enter into agreements with developers, or otherwise adopt or impose, to the extent permitted by law, additional fees, to fully mitigate the impact of residential and/or commercial/industrial development upon the District's school facilities.

AND BE IT FURTHER RESOLVED that the District's administration is authorized to make expenditures and to incur obligations of the fees for the purposes authorized by law.

AND BE IT FURTHER RESOLVED that the Board hereby finds that the increase in fees hereunder is statutorily exempt from the requirements of CEQA pursuant to Education Code section 17621.

AND BE IT FURTHER RESOLVED that this Board hereby adopts this Resolution and directs the Superintendent, or his or her designee, to file a certified copy of this Resolution, together with all relevant supporting documentation and a map clearly indicating the boundaries of the area subject to the fee, to each city and each county in which the District is situated, pursuant to Education Code section 17621.

The foregoing Resolution was PASSED AND ADOPTED by the Board of Education of the Santa Cruz City Schools at a meeting held by the Board on April 10, 2024, by the following votes:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

President, Board of Education of
Santa Cruz City Schools

Attested by:

By: _____

Clerk, Board of Education of
Santa Cruz City Schools

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Resolution 22-23-24: Increasing Level 1 Fees for Elementary Schools

MEETING DATE: April 10, 2024

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Adopt and approve developer fee increase for Level 1 fees for the Elementary District.

BACKGROUND:

Per state law, the District collects Developer Fees that are assessed on a per square foot basis on new residential and commercial construction within the District. These funds are used to provide school facilities to house and service the student enrollment generated by the new construction. The Developer Fee Justification Study is to justify the statutory fee rates for both residential and for commercial/industrial development. School districts are authorized to collect these fees per Education Code Section 17620.

The State Allocation Board adjusts these statutory school impact fees commonly known as Level 1 Fees, every two years for inflation. In January, the State Allocation Board increased the Level 1 fee amounts for 2024.

Based upon the Fee-Sharing Agreement and in accordance with the increased level of fees permitted by the State Allocation Board pursuant to Government Code section 65995, the District may levy the following fees, which represent a percentage of the State Allocation Board Authorized Fee Amounts:

- \$2.79 per square foot of residential development (54 % of \$5.17).
- \$0.45 per square foot of commercial/industrial development (54% of \$0.84).

Schoolworks, Inc., has completed an updated report aligned with the State Allocation Board recent action. This study assesses whether or not the District is eligible to receive the updated Level 1 Fees.

The study will be presented to the Board of Trustees at the April 10, 2024 Board meeting.

A copy of the 2024 Developer Fee Justification Study is posted in the Business Office and available by contacting the Business Office at (831) 429-3410 ext. 48274.

AGENDA ITEM: 8.2.2.4

FISCAL IMPACT:

Funds that are received will go into the Developer Fee Fund

This work is in direct support of the following District goal and its corresponding metrics:
Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Resolution 23-23-24: Increasing Level 1 Fees for High Schools

MEETING DATE: April 10, 2024

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Adopt and Approve Developer Fee Increase for Level 1 fees for the Santa Cruz High School - Secondary District.

BACKGROUND:

Per state law, the District collects Developer Fees that are assessed on a per square foot basis on new residential and commercial construction within the District. These funds are used to provide school facilities to house and service the student enrollment generated by the new construction. The Developer Fee Justification Study is to justify the statutory fee rates for both residential and for commercial/industrial development. School districts are authorized to collect these fees per Education Code Section 17620.

The State Allocation Board adjusts these statutory school impact fees commonly known as Level 1 Fees, every two years for inflation and increases in construction costs. In January, the State Allocation Board increased the Level 1 fee amounts for 2024.

Based upon the Developer Fee Justification Study, the District's imposition of a fee in the amount of \$2.38 per square foot for residential development and \$0.39 per square foot for commercial/ industrial development, except for Rental Self Storage facilities in which a fee of \$0.10 per square foot is justified.

Based upon the Fee-Sharing Agreement, the District may levy the following fees, which represent a percentage of the State Allocation Board Authorized Fee Amounts:

- \$2.38 per square foot of residential development (46% of \$5.17).
- \$0.39 per square foot of commercial or industrial development (46% of \$0.84).

Schoolworks, Inc., has completed an updated report aligned with the State Allocation Board recent action. This study assesses whether or not the District is eligible to receive the updated Level 1 Fees.

The study will be presented to the Board of Trustees at the April 10, 2024 Board meeting.

AGENDA ITEM: 8.2.2.5

A copy of the 2024 Developer Fee Justification Study is posted in the Business Office and available by contacting the Business Office at (831) 429-3410 ext. 48274.

FISCAL IMPACT:

Funds that are received will go into the Developer Fee Fund.

This work is in direct support of the following District goal and its corresponding metrics:
Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

SANTA CRUZ CITY SCHOOLS DISTRICT

AGENDA ITEM: Greater Santa Cruz Federation of Teachers Sunshine Articles for Santa Cruz City Schools 2024-2025

DATE: April 10, 2023

FROM: Molly Parks, Assistant Superintendent, Human Resources

THROUGH: Kris Munro, Superintendent

BACKGROUND:

The Greater Santa Cruz Federation of Teachers’ K-12 Bargaining Unit sunshine items for negotiations are submitted to the District. This public notification of items for negotiations is in accordance with the Employees Relations Act for public notice of contract proposals before official negotiations may begin.

FISCAL IMPACT:

Undetermined at this time

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

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

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



GSCFT SUNSHINE LETTER FOR 23-24 NEGOTIATIONS

For the 23-24 School Year

March 2024

Article VII: Hours of Employment

Article XIII: Class Size

Article XVI: Safety and Health

Article XVII: Salary and Benefits: Salary, and Structure of Salary Schedule, Service Credit and Stipends

SANTA CRUZ CITY SCHOOLS DISTRICT

AGENDA ITEM: Santa Cruz City Schools Sunshine Articles to Greater Santa Cruz Federation of Teachers

DATE: April 10, 2024

FROM: Molly Parks, Assistant Superintendent, Human Resources

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Santa Cruz City Schools' 2024-25 sunshine items for negotiations to Greater Santa Cruz Federation of Teachers.

BACKGROUND:

The Santa Cruz City Schools sunshine items for negotiations are prepared in accordance with the Employees Relations Act for public notice of contract proposals before official negotiations may begin.

FISCAL IMPACT:

Undetermined at this time

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

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

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

Sunshine Items from SCCS to GSCFT

Santa Cruz City Schools

April 10, 2024

The Santa Cruz City Schools proposes to open on the following articles for negotiations with the Greater Santa Cruz Federation of Teachers:

Article VII Hours of Employment

Article XVI Evaluation

Article XVII Salary and Fringe Benefits

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: 3rd Quarter Williams Report

MEETING DATE: April 10, 2024

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Williams Uniform Complaint 3rd Quarter Report for 2023-24.

BACKGROUND:

According to Education Code and the District's Administrative Regulation on the Williams Uniform Complaint Policy, school districts must submit quarterly reports to the County Office of Education of all complaints filed in the areas of insufficient instructional materials, teacher vacancy or misassignment, and inadequate facilities.

Upon contacting each school site, it has been verified that there have been no complaints for the third quarter of the school year, which ended March 31, 2024. The accompanying report has been created to show that the district did not receive any complaints this quarter.

FISCAL IMPACT:

None

This work is done in support of the following district goals and their corresponding metrics:

Goal #1: All SCCS 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.

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

**QUARTERLY DISTRICT STATUS REPORT OF UNIFORM COMPLAINTS
TO THE COUNTY SUPERINTENDENT OF SCHOOLS
QUARTER END MARCH 31, 2024**

DISTRICT: Santa Cruz City Schools

Date Reported to District Governing Board: April 10, 2024

I. INSTRUCTIONAL MATERIALS

A) Insufficient textbooks or instructional materials in classroom:

# of Complaints 0	# of Complaints Resolved 0	# of Complaints Unresolved* 0
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*Explanation: _____

B) Insufficient textbooks or instructional materials to take home:

# of Complaints 0	# of Complaints Resolved 0	# of Complaints Unresolved* 0
----------------------	-------------------------------	----------------------------------

*Explanation: _____

C) Textbooks or instructional materials in poor or unusable condition:

# of Complaints 0	# of Complaints Resolved 0	# of Complaints Unresolved* 0
----------------------	-------------------------------	----------------------------------

*Explanation: _____

II. TEACHER VACANCY OR MISASSIGNMENT

A) No assigned certified teacher at beginning of semester:

# of Complaints 0	# of Complaints Resolved 0	# of Complaints Unresolved* 0
----------------------	-------------------------------	----------------------------------

*Explanation: _____

**B) Teacher lacking credentials or training to teach English Language Learners (ELL) with
More than 20% ELL in class:**

# of Complaints 0	# of Complaints Resolved 0	# of Complaints Unresolved* 0
----------------------	-------------------------------	----------------------------------

*Explanation: _____

C) Teacher instructing class lacking subject matter competency:

# of Complaints 0	# of Complaints Resolved 0	# of Complaints Unresolved* 0
----------------------	-------------------------------	----------------------------------

*Explanation: _____

III. FACILITIES

A) Conditions posing an emergency or urgent threat to the health or safety of students/staff:

# of Complaints 0	# of Complaints Resolved 0	# of Complaints Unresolved* 0
----------------------	-------------------------------	----------------------------------

*Explanation: _____

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Out of State Travel Request: Special Education

MEETING DATE: April 10, 2024

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the out of state travel of two special education administrators who will be visiting students placed in residential treatment facilities as per their Individualized Education Plans.

BACKGROUND:

This visit is in accordance with ED code 56366.1 (e)(B) mandating at least one onsite monitoring visit during each school year to the nonpublic, nonsectarian school at which the local educational agency has a pupil attending and with which it maintains a master contract. Visitations to residential treatment facilities being considered as placement options for students will also occur.

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 travel.

FISCAL IMPACT:

Not to exceed \$3,500.00. Special Education (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 #5: Santa Cruz City Schools will maintain a balanced budget and efficient and effective management.

Prepared by Stacy O'Farrell, Director of Special Education

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 enter how many people are attending, and the total cost *per person* in the expense chart.

Request Date: 3/21/24 _____ Return To: Josie Goettel

Name(s): Staci LaCagnin & Stacy O'Farrell _____ Job Title: Program Specialist, Director

Conference Name: N/A _____

Conference Date(s): April 23rd-26th. _____

Travel Dates: Departing: 4/23/24 _____ Time: AM _____ Returning: 4/23/24 _____ Time: PM _____

Conference Location: Utah (Cedar City , Provo, Salt Lake City)

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?

N/A



Substitute Required? Yes No

Overnight Stay? Yes No

Travel by: Car Airplane Other

Estimated Conference Expenses	(Indicate date)				
	4/23	4/24	4/25	4/26	
Conference registration fee					
Meals (\$65/day max, including tip)	\$130	\$130	\$130	\$130	
Lodging	\$245	\$247	\$262		
Airline fare	\$857				
Mileage: _____ miles @ .67 /mi.	\$50	\$50	\$50	\$50	
Other transportation	\$500				
District Substitute Cost					
Misc/Other	\$100	\$277	\$292		
Total Daily Est. Expense	\$1882	\$704	\$734	\$180	
Total Trip Est. Expense (per person)	\$1750		Number of attendees:		2
GRAND TOTAL	\$3500				
Funding source (i.e. Title I)					
District or site expense:	<input checked="" type="checkbox"/> District <input type="checkbox"/> Site				
Budget account number	01-6500-0-5001-2110-5200-200-0000				

Supervisor's Name: _____ Supervisor's 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

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Overnight Field Trip Request: AFE: Oregon Shakespeare Festival

MEETING DATE: April 10, 2024

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the overnight field trip request for Alternative Family Education students to travel to Ashland, Oregon from May 6, 2024 to May 9, 2024.

BACKGROUND:

Alternative Family Education requests approval to travel to Ashland, Oregon to attend the Oregon Shakespeare Festival from Monday, May 6th, 2024 until Thursday, May 9th 2024. This year, 30 students and 15 volunteers are looking forward to viewing performances of *Macbeth*, *Born With Teeth*, and *Smote This*. Students will travel to the festival via private vehicles and school vans and will stay at the Stratford Inn in Ashland, OR.

The Oregon Shakespeare Festival is a major theater arts organization that offers a diversity of plays and performances. Alternative Family Education staff strongly support this trip. Previous trips to the Oregon Shakespeare Festival have been successful and have led to increased interest and appreciation for all aspects of literature and theater.

Itinerary:

Monday May 6th

8:25 am departure to Ashland, Oregon
11:30 Lunch in Redding, CA
2:30 Tour Shasta Caverns
7:30 Check into Stratford Inn, have dinner
9:30 Evening meeting at the hotel

Tuesday May 7th

9:30 AM OSF Workshop
12:00pm Lunch
1:00pm Oregon university workshop
5:00pm Dinner
8:00pm *Smote This* Created and performed by Rodney Gardiner

AGENDA ITEM: 8.3.1.3

Wednesday May 8th

9:30 am Student Behind the Curtain Tour
11:30am Lunch
12:00pm Preface
1:30pm *Macbeth* by William Shakespeare
5:30pm Preface
6:30pm Dinner
8:00pm *Born with Teeth* by Liz Duffy Adams

Thursday May 9th

AM Pack up & Breakfast
9:30 Workshop or Discussion with an Actor
11:15 Depart for Santa Cruz
1:30 Picnic Lunch at Sundial Bridge
Around 8pm Arrival back in Santa Cruz

FISCAL IMPACT:

No district funds are being used for this trip. All transportation, food, etc. costs will be covered through fundraising and donations.

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

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Purchase Orders, Bids, and Quotes

MEETING DATE: April 10, 2024

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the purchase orders, bids, and quotes from March 1, 2024 through March 19, 2024.

BACKGROUND:

A detailed report is attached, listing purchase orders, quotes and bids that require Board approval prior to release to vendors or ratification within 60 days as allowed by Education Code 17605.

The following definitions are provided to clarify the differences between purchase orders, quotes, and bids:

Purchase Orders:

All purchases shall be made by formal contract or purchase order or shall be accompanied by a receipt. The Superintendent or designee may create a "blanket" or "open" purchase order system for the purchase of minor items as needed from a vendor.

Quotes:

For the purchase of materials and supplies between \$15,000 and \$60,000 more than one quote is required and may be verbal or written. When purchases will be \$15,000 to \$114,500 for contracted work other than Public Works Projects and \$60,000 to \$114,500 for materials and supplies, several vendors are contacted for written quotes/proposals. This process, though not as rigorous as a bid, ensures that the District has involved more than one vendor and will secure a competitive price.

Bids/RFP:

A formal process including advertising to notify prospective bidders, distribution of written specification regarding the work or materials, and compliance with legal guidelines for bidding, must be followed for contracted work other than CUPCAA Public Works Projects projected to cost \$114,500 and over, or for materials and supplies in the sum of \$114,500 or over unless a Cooperative Purchasing Agreement is being utilized under PCC 20118. Under CUPCAA contracts may be awarded up to \$60,000 without additional quotes. Informal bidding procedures are followed for Public Works projects from \$60,000 to \$200,000 and a formal bid

AGENDA ITEM: 8.3.2.1

process occurs for Public Works projects over \$200,000 (PCC 20117(B), 20651(B). Bids are solicited from a wide pool of prospective vendors, thus assuring that when the award is made to the lowest responsible bidder and that the District receives the best price available.

This work is in direct support of the following District goal and its corresponding metrics:
Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Description

Includes Purchase Orders dated 03/01/2024 - 03/19/2024

PO Number	Vendor Name	Requisition Information	Ord Loc	Req Fund	Resource Description	Req Fund Order Amt
PO24-01827	OPEN SOURCE SKATEBO	Open PO for woodshop supplies	MHMS	01	GOVERNORS CTE	700.00
PO24-02082	GOODHEART-WILLCOX P	Health curriculum pilot	CURR	01	NO REPORTING RI	836.27
PO24-02085	MACKIN EDUCATIONAL	Barbara/Library Books	GAEL	01	LOTTERY:INSTRU	4,000.00
PO24-02086	MACKIN EDUCATIONAL	Library Books	BVEL	01	NO REPORTING RI	1,376.64
PO24-02087	AMAZON CAPITAL SERV	Supplies for BV Computer Science event	CURR	01	OTHER RESTRICT	381.77
PO24-02088	SCHOLASTIC MAGAZINE	MAGAZINE SUBSCRIPTIONS	BVEL	01	LOTTERY:INSTRU	2,691.34
PO24-02089	CDW GOVERNMENT INC.	SpEd Monitors	SPED	01	SE:STATE LOCAL	436.80
PO24-02090	WPS	WPS ADOS-2 Psych Webinar	SPED	01	SE:STATE LOCAL	1,200.00
PO24-02091	DANIEL GRADY	Grady, Daniel Settlement- 21/22 ED THERAPY	SPED	01	NO REPORTING RI	8,082.00
PO24-02092	JENNIFER GRADY	Grady, Jennifer Settlement- MAR 22 TUITION	SPED	01	NO REPORTING RI	975.00
PO24-02093	RANDALL H JOHNSON	Grady Settlement- 2022-24 TUITION	SPED	01	NO REPORTING RI	46,363.11
PO24-02094	TOTAL VISION PC	APS TOTAL VISION THERAPY- IEP MANDATED	SPED	01	SE:STATE LOCAL	2,720.00
PO24-02095	PEARSON CLINICAL AS	MLR Speech Assessments	SPED	01	SE:STATE LOCAL	185.73
PO24-02096	AMAZON CAPITAL SERV	Classroom instructional material	WLEL	01	SE:STATE LOCAL	40.63
PO24-02097	AMAZON CAPITAL SERV	Breakthrough Principles for Admin Team	CURR	01	ESSER III ARP	478.68
PO24-02098	AMAZON CAPITAL SERV	Open PO for art supplies-for Nolte	MHMS	01	AMS PROP 28	2,067.00
PO24-02099	MYSTERY SCIENCE C/O	science curriculum for K-5	WLEL	01	LOTTERY:INSTRU	1,495.00
PO24-02100	AMAZON CAPITAL SERV	FS Cart/Kit Funds Equipment Grant	FS	13	KCHN INF&TRNINC	207.58
PO24-02101	FEHR & PEERS	@EDUCATOR HOUSING TRANSPORTATION ANALYSIS	M&O	40	BUILDING FUND -	34,200.00
PO24-02102	19SIX ARCHITECTS	@EDUCATOR HOUSING PROGRAM MANAGEMENT	M&O	40	BUILDING FUND -	373,600.00
PO24-02103	DISCOUNT SCHOOL SUP	CFP: TK Supplies - Internal Accounting purposes	WLEL	01	UNIV PRE-K PLAN	302.80
PO24-02104	SCHOOL SPECIALTY LL	CFP: TK Supplies - Internal accounting purposes	WHWL	01	UNIV PRE-K PLAN	432.44
PO24-02105	ARBOR SCIENTIFIC	Physics Lab Kits	HHS	01	LOTTERY:INSTRU	561.22
PO24-02106	AMAZON CAPITAL SERV	SPED RSP Supplies	HHS	01	SE:STATE LOCAL	194.44
PO24-02107	DEMCO INC	Library Supplies	HHS	01	NO REPORTING RI	298.70
PO24-02108	CDW GOVERNMENT INC.	District laptop refresh	IT	01	ESSER III ARP	124,771.88
PO24-02109	AMAZON CAPITAL SERV	Science Classroom Supplies	SCHS	01	NO REPORTING RI	646.09
PO24-02110	COLIBRI SYSTEM	Book Covering Machine	SCHS	01	NO REPORTING RI	899.00
PO24-02111	MITCHELL1	CFP-AutoShop Mitchell1 Subscription	SCHS	01	DONATIONS	1,231.00
PO24-02112	AMAZON CAPITAL SERV	Math Charts	SCHS	01	LOTTERY:INSTRU	74.45
PO24-02113	AMAZON CAPITAL SERV	Science Classroom Supplies	SCHS	01	DONATIONS	289.20
PO24-02114	AMAZON CAPITAL SERV	SPED Classroom Supplies	SCHS	01	NO REPORTING RI	192.07
PO24-02115	AMAZON CAPITAL SERV	Ceramics Classroom Supplies	SCHS	01	Measure T	809.26
PO24-02116	NORCAL WOMEN'S LACR	CFP-G. Lacrosse Officials	SCHS	01	Measure T	1,270.26
PO24-02117	COLE-PARMER INSTRUM	Science Classroom Supplies	SCHS	01	NO REPORTING RI	275.47

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Description

Includes Purchase Orders dated 03/01/2024 - 03/19/2024

PO Number	Vendor Name	Requisition Information	Ord Loc	Req Fund	Resource Description	Req Fund Order Amt
PO24-02118	BAY CENTRAL PRINTIN	#10 Envelopes for Counseling	SCHS	01	NO REPORTING RI	936.82
PO24-02119	AMAZON CAPITAL SERV	Science Fridge	SCHS	01	DONATIONS	196.64
PO24-02120	LINDE GAS & EQUIPME	Jewelry Class Gas Supply	SCHS	01	Measure T	390.59
PO24-02121	GRAY'S MUSICAL INST	CFP-Music Instrument	SCHS	01	Measure T	2,949.75
PO24-02122	FULL COMPASS SYSTEM	Theater Head Mics	SCHS	01	Measure T	1,666.50
PO24-02123	SAN JOSE MERCURY NE	LEGAL NOTICE - HS PHOTO RFP	BUSN	01	NO REPORTING RI	1,121.76
PO24-02124	WEST MUSIC COMPANY	Moshe/Music	GAEL	01	AMS PROP 28	1,330.73
PO24-02125	BSN SPORTS LLC	PE Uniforms	HHS	01	LCFF SUPP FUNDI	9,186.80
PO24-02126	SCHOLASTIC MAGAZINE	Core Literature Curriculum	BMS	01	NO REPORTING RI	384.62
PO24-02127	TEACHERS PAY TEACHE	Online Supplemental digital resource	BMS	01	LOTTERY:INSTRU	4,125.00
PO24-02128	AMAZON CAPITAL SERV	Replacement headphones for iReady	BMS	01	BAS GNT LOW-INC	958.12
PO24-02129	SANTA CRUZ AUTO PAR	Open PO for Bus Parts	TRAN	01	TRANSPORT:HOM	3,000.00
PO24-02130	SANTA CRUZ AUTO PAR	Open PO for Bus Parts	TRAN	01	TRANSPORT:SPEC	2,000.00
PO24-02131	NATIONAL MARINE SAN	Pre Pay Field Trip 2/23/24	WLEL	01	DONATIONS	100.00
PO24-02132	SAN LORENZO LUMBER	B40MS DOOR HARDWARE	M&O	21	Bond A Secondar	3,893.08
PO24-02133	SAN LORENZO LUMBER	DO DOOR HARDWARE	M&O	21	Bond A Secondar	504.66
PO24-02134	CATTOS GRAPHICS INC	Sports Uniforms for Wrestling	BMS	01	Measure U	654.41
PO24-02135	SOUNDTRAP US INC	LICENSES Sountrap music for Eldred	MHMS	01	DONATIONS	349.00
PO24-02136	AMAZON CAPITAL SERV	Amazon- Noot K33 headphones for testing	DLEL	01	NO REPORTING RI	245.48
PO24-02137	AMAZON CAPITAL SERV	Health clerk supplies	BSS	01	NO REPORTING RI	56.81
PO24-02138	VERNIER SOFTWARE	Science Classroom Supplies	SCHS	01	LOTTERY:INSTRU	29.81
PO24-02139	AMAZON CAPITAL SERV	PBIS Youth Scrimmage Vest	DLEL	01	NO REPORTING RI	42.60
PO24-02140	ROCKLER WOODWORKIN	Wells woodshop supplies--#91876	MHMS	01	GOVERNORS CTE	113.60
PO24-02141	AMAZON CAPITAL SERV	Music Supplies	BVEL	01	DONATIONS	500.00
PO24-02142	NASCO	Graphic Design Supplies	HHS	01	C. PERKINS CTE:	379.01
PO24-02143	AMAZON CAPITAL SERV	New Flags for school	SQHS	01	DONATIONS	331.32
PO24-02144	BRUCE MECHANICAL IN	Open Po for sheet metal for welding class	SQHS	01	OTHER RESTRICT	700.00
PO24-02145	PALACE BUSINESS SOL	Open PO for classroom supplies	SQHS	01	Measure T	300.00
PO24-02146	LENZ ARTS	OPEN PO FOR ART SUPPLIES FOR CLASS	SQHS	01	Measure T	300.00
PO24-02147	CENGAGE LEARNING	CFP Ebook subsc for hosting ebooks Inv 83094992	SQHS	01	NO REPORTING RI	50.00
PO24-02148	BRINKS AWARDS & SIG	Open PO for senior awards night	SQHS	01	NO REPORTING RI	450.00
PO24-02149	AMAZON CAPITAL SERV	OPEN PO FOR SENIOR AWARDS NIGHT	SQHS	01	NO REPORTING RI	300.00
PO24-02150	VERNIER SOFTWARE	PH KITS FOR INSTUCTIONAL USE	SQHS	01	NO REPORTING RI	938.97
PO24-02151	NASCO	Materials and supplies for art class	SQHS	01	Measure T	1,965.73
PO24-02152	LENZ ARTS	NEW PRINTING PRESS FOR ART/VAPA	SQHS	01	Measure T	1,692.28
PO24-02153	AMAZON CAPITAL SERV	OPEN PO FOR CLASS SUPPLIES CTE	SQHS	01	Measure T	2,175.00

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Includes Purchase Orders dated 03/01/2024 - 03/19/2024

PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
PO24-02154	SPORTS DESIGN INC	Tee shirts for CTE Sports Medicine class	SQHS	01	Measure T	516.46
PO24-02155	FLINN SCIENTIFIC IN	MATERIALS AND SUPPLIES FOR SCIENCE CLASS	SQHS	01	NO REPORTING RI	324.23
PO24-02156	WENGER CORP	MUSIC STANDS FOR BAND	SQHS	01	Measure T	977.90
PO24-02157	ENTERPRISE RENT-A-C	Open PO for Enterprise Car Rental	HR	01	NO REPORTING RI	250.00
PO24-02158	AMAZON CAPITAL SERV	SAIL/SDC Classroom Supplies	HHS	01	SE:STATE LOCAL	145.99
PO24-02159	MOBILE MODULAR MGMT	GE PORTABLE CLASSROOM REMOVAL	M&O	25	OTHER RESTRICT	66,149.00
PO24-02160	PEARTREE + BELLI AR	B40MS MULTISTORY BLDG	M&O	21	Bond A Secondar	732,500.00
PO24-02161	PEARTREE + BELLI AR	WL MULTISTORY BLDG	M&O	21	Bond A Elem	551,000.00
PO24-02162	SAN LORENZO LUMBER	SCH DOOR HARDWARE	M&O	21	Bond A Secondar	5,407.06
PO24-02163	US SECURITY SUPPLY	B40MS DOOR HARDWARE	M&O	21	Bond A Secondar	55,101.33
PO24-02164	US SECURITY SUPPLY	SCH DOOR HARDWARE	M&O	21	Bond A Secondar	91,010.60
PO24-02165	US SECURITY SUPPLY	DO DOOR HARDWARE	M&O	21	Bond A Secondar	6,901.32
PO24-02167	B & H PHOTO	**RUSH** CAMERA REPLACEMENT AND SUPPLIES FOR PHOTO	SQHS	01	Measure T	4,327.58
PO24-02168	AMAZON CAPITAL SERV	Graphic Design Supplies	HHS	01	C. PERKINS CTE:	6,467.56
PO24-02169	GRAY'S MUSICAL INST	Musical instruments for band	WLEL	01	AMS PROP 28	983.25
PO24-02170	AMAZON CAPITAL SERV	Instructional classroom supplies	WLEL	01	SE:STATE LOCAL	217.87
PO24-02171	AMAZON CAPITAL SERV	Incentives for Linda Hagoods classroom	WLEL	01	SE:STATE LOCAL	18.59
PO24-02172	SCHOOL HEALTH SUPPL	AED Batteries	STUS	01	OTHER RESTRICT	620.04
PO24-02173	CSPCA C/O PAM SHAN	CSPCA Confernece x4	PERC	01	NO REPORTING RI	3,196.00
PO24-02174	ZOOM VIDEO COMMUNCA	Zoom	IT	01	NO REPORTING RI	28,725.00
PO24-02175	FORUM MUSIC FESTIVA	Eldred music/choir trip to Great America-CFP	MHMS	01	DONATIONS	6,279.00
PO24-02176	SCI CONSULTING GROU	PARCEL TAX ADMIN SERVICES 23-24	FIN	01	NO REPORTING RI	7,383.00
PO24-02177	US BANK	CFP, ESD + HSD COP 2010 QSCB (Account 141908000)	BUSN	56	QUALIFIED SCHOC	145,997.25
PO24-02178	SUPPLYWORKS	REPLENISH INVENTORY	WRSH	01	NO REPORTING RI	3,391.67
PO24-02179	SCOTT JOHNSON	2010 MITSUBISHI DUMP TRUCK LIFTGATE INSTALL	M&O	01	ONGOING & MAJO	6,007.04
PO24-02180	WAXIE SANITARY SUPP	REPLENISH INVENTORY	WRSH	01	NO REPORTING RI	5,963.43
PO24-02181	AMAZON CAPITAL SERV	Supplemental books for Costanoa. G3, A2	BSS	01	BAS GNT LOW-INC	1,497.96
PO24-02182	ALEXIS PARTY RENTAL	Graduation Chair Rental	HHS	01	NO REPORTING RI	1,130.00
PO24-02183	TEACHER'S DISCOVERY	Spanish Enhanced Readers	HHS	01	LOTTERY:INSTRU	424.94
PO24-02184	UC REGENTS OF CALIF	Pre-Pay Field Trip for 3/8/24	WHWL	01	DONATIONS	175.00
PO24-02185	COAST PAPER & SUPPL	REPLENISH INVENTORY	WRSH	01	NO REPORTING RI	216.00
PO24-02186	SCHOOL HEALTH SUPPL	REPLENISH INVENTORY	WRSH	01	NO REPORTING RI	229.69
PO24-02187	AMERICAN SUPPLY COR	REPLENISH INVENTORY	WRSH	01	NO REPORTING RI	1,409.33
PO24-02188	PENINSULA SPORTS IN	CFP Girls Varsity Softball Officailas	SQHS	01	Measure T	295.00
PO24-02189	BAUDVILLE INC	open PO for graduation supplies	MHMS	01	NO REPORTING RI	1,000.00

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PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
PO24-02190	AMAZON CAPITAL SERV	Open PO for promotion expenses-Per DO	MHMS	01	NO REPORTING RI	1,000.00
PO24-02191	AMERICAN RED CROSS	CFP RED CROSS CPR TRAINING FOR CLASS INV#22634591	SQHS	01	Measure T	784.00
PO24-02192	FLINN SCIENTIFIC IN	Science Classroom Supplies	SCHS	01	LOTTERY:INSTRU	878.39
PO24-02193	AMAZON CAPITAL SERV	Science Classroom Supplies	SCHS	01	NO REPORTING RI	672.25
PO24-02194	AMAZON CAPITAL SERV	RSP Classroom Supplies	SCHS	01	SE:STATE LOCAL	45.44
PO24-02195	CPM EDUCATIONAL PRO	CPM Parent Guide Booklets	SCHS	01	SE:STATE LOCAL	38.40
PO24-02196	AMAZON CAPITAL SERV	CTE Supplies	SCHS	01	Measure T	98.31
PO24-02197	AMAZON CAPITAL SERV	SPED Classroom Supplies	SCHS	01	NO REPORTING RI	345.07
PO24-02198	SC COAST ATHLETIC L	CFP- SCCAL Winter Sport Playoff Fees	SCHS	01	Measure T	465.00
PO24-02199	CENTRAL DRUG SYSTEM	DISA Tustin Pre-employment Drug & Alcohol Check	HR	01	NO REPORTING RI	30.00
PO24-02200	JARON D BURNETT	B40MS Promotion 5/30/24 - Sound rental	BMS	01	NO REPORTING RI	800.00
PO24-02201	AMAZON CAPITAL SERV	DLV TK materials	DLEL	01	UNIV PRE-K PLAN	1,355.40
PO24-02202	AMAZON CAPITAL SERV	DLV TK materials	DLEL	01	UNIV PRE-K PLAN	1,621.64
PO24-02203	PALACE BUSINESS SOL	White copy paper	BMS	01	NO REPORTING RI	1,000.00
PO24-02204	AMAZON CAPITAL SERV	PBIS enrichements	GAEL	01	IPI GF	239.53
PO24-02205	SHAKESPEARE PLAY ON	CSA Santa Cruz Shakespeare	BSS	01	AMS PROP 28	600.00
PO24-02206	SOUTHERN ENERGY SER	OPEN PO FOR HVAC REPAIRS	M&O	01	ONGOING & MAJO	10,000.00
PO24-02207	PHIL ALLEGRI ELECTR	SQHS - REPAIR LOSS OF POWER TO FOOTBALL FIELD	M&O	01	OTHER RESTRICT	8,276.06
PO24-02208	CDW GOVERNMENT INC.	Headphones w/Mic.	HHS	01	LOTTERY:INSTRU	3,143.78
PO24-02209	FOLLETT CONTENT SOL	Library Books	HHS	01	LOTTERY:INSTRU	1,132.97
PO24-02210	TEXTBOOK WAREHOUSE	English IB Books - Spanish	HHS	01	LOTTERY:INSTRU	3,392.77
PO24-02211	TEXTBOOK WAREHOUSE	English IB Books	HHS	01	LOTTERY:INSTRU	667.79
PO24-02212	APLIQ INC	Janinee/PBIS Enrichment	GAEL	01	IPI GF	825.68
PO24-02213	TEACHERS PAY TEACHE	Quote #424754. SS materials	BSS	01	BAS GNT LOW-INC	314.63
PO24-02214	COMMUNITY PRINTERS	Academic Awards Invitations	HHS	01	LCFF SUPP FUNDI	454.08
PO24-02215	SANTA CRUZ MUSEUM O	Field trip payment - Moore-3rd grade on 3/26/24	BVEL	01	DONATIONS	75.00
PO24-02216	FOLLETT CONTENT SOL	IB History Books	HHS	01	LOTTERY:INSTRU	3,860.90
PO24-02217	MPRESS DIGITAL INC	tardy passes for attendance/admin	SQHS	01	NO REPORTING RI	278.95
PO24-02218	NADHERNY-CALCIANO S	2024 Calcio Symposium	STUS	01	OTHER RESTRICT	525.00
PO24-02219	TEACHERS PAY TEACHE	Online TPT Course	HHS	01	SE:STATE LOCAL	158.49
PO24-02220	AMAZON CAPITAL SERV	DLV Speech Materials	DLEL	01	NO REPORTING RI	35.98
PO24-02222	RICHARD MARKS	Marks, Richard Settlement FEB 23 #2	SPED	01	NO REPORTING RI	1,120.00
PO24-02223	PEARSON CLINICAL AS	JV Speech Assessments	SPED	01	SE:STATE LOCAL	382.70
PO24-02224	KIMBERLY CARDILLA	Cardilla, Kim Psych Eval Dec 23-Jan 24	SPED	01	SE:STATE LOCAL	3,500.00
PO24-02225	TYPINGCLUB	0T-PRGM STUDENT LICENSE SUBSCRIPTIONS	SPED	01	SE:STATE LOCAL	233.00

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PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
PO24-02226	AMAZON CAPITAL SERV	KB Preschool SDC Classroom Supplies pt. 2	SPED	01	SE:STATE LOCAL	124.00
PO24-02227	PHIL ALLEGRI ELECTR	SQHS - MPR - INTERNAL PANEL REPLACEMENT	M&O	01	OTHER RESTRICT	12,669.00
PO24-02228	TEXTBOOK WAREHOUSE	IB English Books	HHS	01	LOTTERY:INSTRUC	7,013.85
PO24-02229	TEXTBOOK WAREHOUSE	English IB Books	HHS	01	LOTTERY:INSTRUC	5,052.81
PO24-02230	TSAI, FEI L	TSAI, SETTLEMENT FEB23 BOARD APPROVED 11/08	SPED	01	NO REPORTING RI	6,075.00
PO24-02231	PEDRO SAUCE RAMIREZ	SCHS - REPLACE & REPAIR BASEBALL FIELD SCOREBOARD	M&O	01	OTHER RESTRICT	9,260.00
PO24-02232	ANTHONY JAMES MARCC	CSA Anthony Marcopulos (Coach Training)	HR	01	NO REPORTING RI	4,000.00
PO24-02233	TEXTBOOK WAREHOUSE	TEXT BOOKS FOR SPORTS MEDICINE CLASS	SQHS	01	LOTTERY:INSTRUC	591.87
PO24-02234	FLINN SCIENTIFIC IN	Science Supplies	HHS	01	BAS GNT LOW-INC	710.03
PO24-02235	AMAZON CAPITAL SERV	School wide dance event.	GAEL	01	DONATIONS	295.99
PO24-02236	BRINKS AWARDS & SIG	23-24 Student Trustee Recognition Plaques	SUPT	01	NO REPORTING RI	163.88
PO24-02237	DISCOVERY CHARTERS	CFP - Leadership Bus to Salinas	TRAN	01	TRANSPORT:HOM	1,252.00
PO24-02238	LOCATELLI MOVING &	GE CLASSROOM MOVES	M&O	21	Bond A Elem	13,071.10
PO24-02239	DILBECK & SONS INC	SQ W CORRIDOR GUTTER REPLACEMENT	M&O	21	Bond A Secondar	59,927.00
PO24-02240	MIYAMOTO INTERNATIO	=SEABRIGHT STRUCTURAL ENGINEERING	M&O	21	Bond A Elem	16,000.00
PO24-02241	MCKELVEY HEMBREE AR	=SEABRIGHT FEASIBILITY STUDY	M&O	21	Bond A Elem	72,000.00
PO24-02242	E3 HCI AUDIOMETRICS	Calibration for Audiometers Quote# Q-469095-1	STUS	01	NO REPORTING RI	1,186.46
PO24-02243	CASBO	TRAINING FOR TREVOR MILLER	M&O	01	NO REPORTING RI	215.00
PO24-02244	SPROUTS SC	Sprouts/Enrichment breakfast pancake activities.	GAEL	01	ELO-P	500.00
PO24-02245	KAPLAN EARLY LEARNI	Classroom Supplies - TK Room K1	BVEL	01	UNIV PRE-K PLAN	1,725.22
PO24-02246	AMAZON CAPITAL SERV	Enrichment breakfast pancake activities.	GAEL	01	ELO-P	274.68
PO24-02247	AMAZON CAPITAL SERV	Moshe/Music	GAEL	01	AMS PROP 28	724.66
PO24-02248	AMAZON CAPITAL SERV	Stela/Art Supplies	GAEL	01	AMS PROP 28	745.00
PO24-02249	CHARLES J BECKER &	Supplies for TK classroom	WLEL	01	UNIV PRE-K PLAN	345.39
PO24-02250	AMAZON CAPITAL SERV	TK classroom supplies	WLEL	01	UNIV PRE-K PLAN	717.65
PO24-02251	BOARDWALK BOWL	PE for After School Program	BVEL	01	ELO-P	500.00
PO24-02252	AMAZON CAPITAL SERV	DLV TK materials	DLEL	01	UNIV PRE-K PLAN	442.87
PO24-02253	CENGAGE LEARNING	CFP - Gale eBook	HHS	01	NO REPORTING RI	50.00
PO24-02254	JONES SCHOOL SUPPLY	Senior Awards	HHS	01	NO REPORTING RI	156.94
PO24-02255	MUSIC VILLAGE	Open PO for Instrument Repairs	HHS	01	Measure T	1,000.00
PO24-02256	AMAZON CAPITAL SERV	AMAZON PRIME ANNUAL FEE	FIN	01	NO REPORTING RI	851.06
PO24-02257	AMAZON CAPITAL SERV	OPEN PO Auto (Amazon)	SCHS	01	DONATIONS	3,000.00
PO24-02258	WENGER CORP	Music Stands	SCHS	01	Measure T	2,545.00

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PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
PO24-02259	IDENTISYS INC	Sales tax charge for past invoices	FS	13	CHLD NUTR:SCHO	165.29
					Total	2,666,546.97

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SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Warrant Register

MEETING DATE: April 10, 2024

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the warrants on the Board Payment Report. The report covers vendor warrants issued from February 27, 2024 to March 20, 2024.

This work is in direct support of the following District goal and its corresponding metrics:
Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

Checks Dated 02/27/2024 through 03/20/2024

Check Number	Check Date	Pay to the Order of	Check Amount
1058935	03/04/2024	AA SAFE & LOCK COMPANY	251.48
		Unpaid Tax <u>1.76</u>	
		Expensed Amount <u>253.24</u>	
1058936	03/04/2024	ABRITE A SPEECH PATHOLOGY CORP	19,910.00
1058937	03/04/2024	BOOKSHOP SANTA CRUZ INC	302.58
1058938	03/04/2024	BOOMERANG PROJECT, THE	3,725.00
1058939	03/04/2024	CDW GOVERNMENT INC.	523.96
1058940	03/04/2024	CHEVROLET OF WATSONVILLE	151.33
1058941	03/04/2024	CHEVROLET OF WATSONVILLE NATIONAL TRUCK SALES & SERVICE	408.31
1058942	03/04/2024	CINTAS CORPORATIONS	367.29
1058943	03/04/2024	COAST PAPER & SUPPLY	1,392.99
1058944	03/04/2024	COMICOPOLIS	709.72
1058945	03/04/2024	COMMUNITY PRINTERS INC	256.74
1058946	03/04/2024	DICK BLICK CO.	595.57
1058947	03/04/2024	DIESELWORKS	294.00
1058948	03/04/2024	DOCTORS ON DUTY MEDICAL GROUP	150.00
1058949	03/04/2024	FLINN SCIENTIFIC INC	3,658.49
1058950	03/04/2024	FLORAL SUPPLY SYNDICATE	1,116.34
		Unpaid Tax <u>3.85-</u>	
		Expensed Amount <u>1,112.49</u>	
1058951	03/04/2024	FLYERS ENERGY LLC	3,149.06
1058952	03/04/2024	FOLLETT CONTENT SOLUTIONS LLC	1,018.97
1058953	03/04/2024	FRESNO OXYGEN & WELDING SUPPLY	2,661.70
1058954	03/04/2024	GOLD STAR FOODS	1,875.65
1058955	03/04/2024	HOME DEPOT INC	30.25
1058956	03/04/2024	KAISER FOUNDATION HEALTH PLAN	46,722.90
1058957	03/04/2024	LENZ ARTS	16.03
1058958	03/04/2024	LOZANO SMITH LLP	9,829.22
1058959	03/04/2024	MACKIN EDUCATIONAL RESOURCES	590.10
1058960	03/04/2024	MAXIM HEALTHCARE SRVCS HOLDING	5,984.25
1058961	03/04/2024	MCGRAW HILL EDUCATION	11,912.72
1058962	03/04/2024	MINDWORKS INNOVATIONS INC	667.38
1058963	03/04/2024	NAPA AUTO PARTS ATTN KEVIN DONOVAN	22.47
1058964	03/04/2024	NASCO	375.19
1058965	03/04/2024	NORTH BAY FORD	291.48
1058966	03/04/2024	OLIVER PACKAGING & EQUIPMENT	2,738.71
1058967	03/04/2024	P&A ADMINISTRATIVE SERVICES	180.00
1058968	03/04/2024	PALACE BUSINESS SOLUTIONS	71.33
1058969	03/04/2024	PENINSULA SPORTS INC	295.00
1058970	03/04/2024	PHOENIX CERAMICS SUPPLY	901.97
1058971	03/04/2024	PITNEY BOWES BANK INC RESERVE ACCOUNT	5,000.00
1058972	03/04/2024	PRODUCERS DAIRY FOODS INC	3,231.14
1058973	03/04/2024	REALLY GOOD STUFF INC	162.51
1058974	03/04/2024	SAN LORENZO LUMBER AND HOME CENTER	1,035.52
1058975	03/04/2024	SCHOOLHOUSE EDUCATIONAL SERVICES	1,500.00
1058976	03/04/2024	Smartsign	258.88
1058977	03/04/2024	SUTTER HEALTH PLUS	461,805.20
1058978	03/04/2024	SYSCO FOOD SERVICES OF SF	379.88

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Checks Dated 02/27/2024 through 03/20/2024

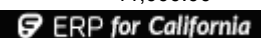
Check Number	Check Date	Pay to the Order of	Check Amount
1058979	03/04/2024	TEXTBOOK WAREHOUSE	82.88
1058980	03/04/2024	TUCCI LEARNING SOLUTIONS INC	6,100.00
1058981	03/04/2024	VICTOR TREATMENT CENTERS, INC.	16,328.00
1058982	03/04/2024	VISTA HIGHER LEARNING INC	12,505.38
		Unpaid Tax	28.68
		Expensed Amount	12,534.06
1058983	03/04/2024	WOODCRAFT SUPPLIES LLC	244.84
1058984	03/04/2024	E3 DIAGNOSTICS INC.	173.96
1058985	03/04/2024	O'Brien, Casey P	233.74
1058986	03/04/2024	Petersen Lindberg, Erin E	154.54
1058987	03/04/2024	Allabach, Angela R	25.00
1058988	03/04/2024	Grotz, Ashley B	59.00
1058989	03/04/2024	Laszlo Rath, Michelle A	19.27
1058990	03/04/2024	Salenger, Karina	9.82
1058991	03/04/2024	Jolly, Kristyne R	154.63
1058992	03/04/2024	Pizzica, Jessica K	92.06
1058993	03/04/2024	Cabrera, Kristina M	299.67
1058994	03/04/2024	Goldspink, Ian R	152.76
1058995	03/04/2024	Rowe-Kairys, Katherine	73.95
1058996	03/04/2024	Soohoo, Alison	47.37
1058997	03/04/2024	AT&T	3,600.97
1058998	03/04/2024	AT&T	2,203.70
1058999	03/04/2024	CDW GOVERNMENT INC.	899.28
1059000	03/04/2024	DANIELSEN CO.	6,587.60
1059001	03/04/2024	GOLD STAR FOODS	7,598.53
1059002	03/04/2024	J&D MEAT COMPANY	2,447.96
1059003	03/04/2024	PG&E	157,448.41
1059004	03/04/2024	SANTA CRUZ MUNICIPAL UTILITIES	31,748.69
1059005	03/04/2024	SOQUEL CREEK WATER DISTRICT	106.39
1059006	03/04/2024	SYSCO FOOD SERVICES OF SF	4,283.69
1059007	03/04/2024	WATSONVILLE COAST PRODUCE	1,174.00
1059008	03/04/2024	ACE PORTABLE SERVICES	241.42
1059009	03/04/2024	APED	769.20
1059010	03/04/2024	APPI	764.64
1059011	03/04/2024	B & B SMALL ENGINE REPAIR	3,679.50
1059012	03/04/2024	CARBONIC SERVICE INC	275.48
1059013	03/04/2024	DIRECT LINE TELE RESPONSE	110.72
1059014	03/04/2024	ELITE INTERACTIVE SOLUTIONS LLC	6,060.24
1059015	03/04/2024	FERGUSON ENTERPRISES	423.02
1059016	03/04/2024	HOME DEPOT INC	667.11
1059017	03/04/2024	INDEPENDENT ELECTRICAL SUPPLY	22.02
1059018	03/04/2024	NORTH GLASS WINDOWS & DOORS INC	980.31
1059019	03/04/2024	RIVERSIDE LIGHTING	474.20
1059020	03/04/2024	SAN LORENZO LUMBER AND HOME CENTER	590.14
1059021	03/04/2024	SCP DISTRIBUTORS LLC DBA LINCOLN AQUATICS	1,517.40
1059022	03/04/2024	SHERWIN WILLIAMS CO	326.38
1059023	03/04/2024	OLD REPUBLIC TITLE	81,150.00
1059683	03/11/2024	AMAZON CAPITAL SERVICES	24,300.68

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Checks Dated 02/27/2024 through 03/20/2024

Check Number	Check Date	Pay to the Order of	Check Amount
		Unpaid Tax	43.66
		Expensed Amount	24,344.34
1059684	03/11/2024	ABRITE A SPEECH PATHOLOGY CORP	163,277.69
1059685	03/11/2024	ANTONIA WILSON	225.00
1059686	03/11/2024	APPLE COMPUTER INC	20,416.40
1059687	03/11/2024	BOOKSHOP SANTA CRUZ INC	76.63
1059688	03/11/2024	BOOMERANG PROJECT, THE	87.14
1059689	03/11/2024	BRIDGE WIRELESS INC	718.32
1059690	03/11/2024	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	496.53
1059691	03/11/2024	CDW GOVERNMENT INC.	2,469.96
1059692	03/11/2024	CENGAGE LEARNING	50.00
1059693	03/11/2024	COAST PAPER & SUPPLY	1,868.17
1059694	03/11/2024	COMMUNITY PRINTERS INC	475.81
1059695	03/11/2024	COMPLETE MAILING SERVICE INC	1,896.07
1059696	03/11/2024	DAISY MANAKO	225.00
1059697	03/11/2024	DICK BLICK CO.	10,410.72
		Unpaid Tax	.11-
		Expensed Amount	10,410.61
1059698	03/11/2024	DIESELWORKS	867.95
1059699	03/11/2024	DISCOUNT SCHOOL SUPPLY	302.80
1059700	03/11/2024	eDIMENSION LLC	12,900.00
1059701	03/11/2024	FOLLETT CONTENT SOLUTIONS LLC	782.04
1059702	03/11/2024	GRAY'S MUSICAL INSTRUMENTS	100.00
1059703	03/11/2024	HARTFORD LIFE	3,788.54
1059704	03/11/2024	HOME DEPOT INC	22.82
1059705	03/11/2024	INTERNATIONAL BACCALAUREATE OR	538.00
1059706	03/11/2024	JOSTENS INC	16.95
1059707	03/11/2024	JUNIOR LIBRARY GUILD	961.44
1059708	03/11/2024	KREG ENTERPRISES INC	686.07
1059709	03/11/2024	MAGNOLIA SUN LLC	3,088.66
1059710	03/11/2024	MARWOOD	1,781.74
1059711	03/11/2024	NAPA AUTO PARTS ATTN KEVIN DONOVAN	391.45
1059712	03/11/2024	OFFICE DEPOT	17.46
1059713	03/11/2024	ORGANIZED BINDERS	40.86
1059714	03/11/2024	RICHARD MARKS	9,300.00
1059715	03/11/2024	ROBERT L IVERS	595.00
1059716	03/11/2024	ROYAL COACH TOURS	3,188.00
1059717	03/11/2024	SAFEWAY STORES INC ACCT 58624	26.28
1059718	03/11/2024	SAN JOSE MERCURY NEWS	1,121.76
1059719	03/11/2024	SAN LORENZO LUMBER AND HOME CENTER	429.19
1059720	03/11/2024	SANTA CRUZ COUNTY SANITATION DISTRICT	70,787.17
1059721	03/11/2024	SCHOOL SPECIALTY LLC	432.44
1059722	03/11/2024	STAPLES ADVANTAGE	938.14
		Unpaid Tax	.11-
		Expensed Amount	938.03
1059723	03/11/2024	THE HARTFORD LTD ATTN: GROUP BENEFITS	4,747.65
1059724	03/11/2024	TOTAL VISION PC	190.00
1059725	03/11/2024	WESTED ATTN: WESTED OPERATING ACCT	11,000.00

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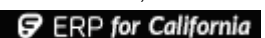
Check Number	Check Date	Pay to the Order of	Check Amount
1059726	03/11/2024	WOODWIND AND BRASSWIND	38.53
1059727	03/11/2024	Baginski, Julia	153.31
1059728	03/11/2024	Castillo, Joaquin	406.38
1059729	03/11/2024	Golder, Renee P	85.72
1059730	03/11/2024	Houser, Kenee M	18.45
1059731	03/11/2024	Cuddihy, Georgia R	74.10
1059732	03/11/2024	Cavazos, Nicholas	32.14
1059733	03/11/2024	Bettar, Brian K	269.92
1059734	03/11/2024	Asamoto, Erin E	174.45
1059735	03/11/2024	Uncapher, Erin	45.89
1059736	03/11/2024	Ohlson, Lily L	97.47
1059737	03/11/2024	Quevedo, Jose A	43.64
1059738	03/11/2024	COUNTY OF SANTA CRUZ ENVIRONMENTAL HEALTH	5,559.00
1059739	03/11/2024	EWING IRRIGATION PRODUCTS	1,558.02
1059740	03/11/2024	PEDRO SAUCE RAMIREZ	15,663.00
1059741	03/11/2024	SOUTHERN ENERGY SERVICES INC	8,023.19
1059742	03/11/2024	AT&T	3,598.62
1059743	03/11/2024	AT&T	263.62
1059744	03/11/2024	AT&T MOBILITY	3,391.01
1059745	03/11/2024	CRUZIO	49.95
1059746	03/11/2024	SANTA CRUZ, CITY OF	405.40
1059747	03/11/2024	T-MOBILE USA INC	3,219.73
1059748	03/11/2024	DELTA CHARTER - CABRILLO	114,290.00
1059749	03/11/2024	ABRITE A SPEECH PATHOLOGY CORP	6,445.00
1059750	03/11/2024	ACSIG/EDGE DENTAL ATTN: K DENNIS, EXEC DIR	50,745.90
1059751	03/11/2024	AMERIGAS PROPANE LP	371.00
1059752	03/11/2024	APPLE COMPUTER INC	445.50
1059753	03/11/2024	BOOKSHOP SANTA CRUZ INC	763.37
		Unpaid Tax	.05-
		Expensed Amount	763.32
1059754	03/11/2024	CDW GOVERNMENT INC.	18,272.45
1059755	03/11/2024	CELSA ORTEGA VALVIDARES	630.00
1059756	03/11/2024	CINTAS CORPORATIONS	368.99
1059757	03/11/2024	COAST PAPER & SUPPLY	1,657.77
1059758	03/11/2024	CORNELIUS SMIT	4,840.00
1059759	03/11/2024	DANIEL GRADY	8,082.00
1059760	03/11/2024	DANIELSEN CO.	15,793.59
1059761	03/11/2024	DICK BLICK CO.	548.66
1059762	03/11/2024	DIESELWORKS	5,635.00
1059763	03/11/2024	FLYERS ENERGY LLC	1,895.14
1059764	03/11/2024	FOLLETT CONTENT SOLUTIONS LLC	335.61
1059765	03/11/2024	GOLD STAR FOODS	10,901.38
1059766	03/11/2024	Gopher Sport	1,424.46
		Unpaid Tax	.07-
		Expensed Amount	1,424.39
1059767	03/11/2024	GRAY'S MUSICAL INSTRUMENTS	2,949.75
1059768	03/11/2024	HERITAGE SCHOOLS INC	17,435.00
1059769	03/11/2024	HOME DEPOT INC	110.69

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1059770	03/11/2024	JENNIFER GRADY	975.00
1059771	03/11/2024	KAPLAN EARLY LEARNING CO	588.55
		Unpaid Tax	1.35
		Expensed Amount	589.90
1059772	03/11/2024	LA EUROPA ACADEMY	18,600.00
1059773	03/11/2024	MAXIM HEALTHCARE SRVCS HOLDING	1,422.50
1059774	03/11/2024	MEDIA FLEX INC	206.00
1059775	03/11/2024	MITCHELL 1	1,231.00
1059776	03/11/2024	NORCAL WOMEN'S LACROSS	1,270.26
1059777	03/11/2024	P & R PAPER SUPPLY COMPANY INC	6,870.48
1059778	03/11/2024	PALACE BUSINESS SOLUTIONS	37.11
1059779	03/11/2024	PAR INC	1,128.28
1059780	03/11/2024	PERFECTION LEARNING CORP	2,857.72
1059781	03/11/2024	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	1,101.55
1059782	03/11/2024	PRO-ED INC	500.99
1059783	03/11/2024	RANDALL H JOHNSON	46,363.10
1059784	03/11/2024	ROCKLER WOODWORKING & HARDWARE	76.45
1059785	03/11/2024	SCHOOL SERVICES OF CALIF	675.00
1059786	03/11/2024	SISC	576,591.00
1059787	03/11/2024	SOQUEL HIGH ASB	180.00
1059788	03/11/2024	STAPLES ADVANTAGE	592.44
1059789	03/11/2024	STEPS TO SUCCESS	3,045.00
1059790	03/11/2024	SUTTER HEALTH PLUS	464,220.20
1059791	03/11/2024	SYSCO FOOD SERVICES OF SF	170.74
1059792	03/11/2024	UBEO WEST LLC	662.74
1059793	03/11/2024	VIVACITY TECH PBC	299,618.19
1059794	03/11/2024	WATSONVILLE COAST PRODUCE	2,740.35
1059795	03/11/2024	WOODWIND AND BRASSWIND	193.34
1059796	03/11/2024	AMERICAN MODULAR SYSTEMS INC	100,052.67
1059797	03/11/2024	COLBI TECHNOLOGIES INC	10,500.00
1059798	03/11/2024	M3 ENVIRONMENTAL CONSULTING	6,860.00
1059799	03/11/2024	SECUREALL CORPORATION	102,656.87
1060458	03/18/2024	CSPCA C/O PAM SHANKS DIR. CLASS. HR	3,196.00
1060459	03/18/2024	Hua, Thien M	159.70
1060460	03/18/2024	Hodges, Julia R	186.08
1060461	03/18/2024	Luna, Maria C	19.33
1060462	03/18/2024	Munro, Kristin E	58.50
1060463	03/18/2024	Tellez, Susan J	458.64
1060464	03/18/2024	Hedrick-Farr, Amy R	1,411.47
1060465	03/18/2024	Spiers, Amy E	229.49
1060466	03/18/2024	Cavadias, Wendy M	99.00
1060467	03/18/2024	Campbell, Kali M	173.66
1060468	03/18/2024	Boyd, Daniel J	441.06
1060469	03/18/2024	O'Meara, Gregory	45.96
1060470	03/18/2024	James, Mary Anne	54.35
1060471	03/18/2024	Fernandez, Javier	65.43
1060472	03/18/2024	Sihler, Kris L	837.77
1060473	03/18/2024	ACCO ENGINEERED SYSTEMS	15,506.47
1060474	03/18/2024	ACE PORTABLE SERVICES	1,350.99

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1060475	03/18/2024	AIRGAS NATIONAL CARBONATION	396.59
1060476	03/18/2024	AMAZON CAPITAL SERVICES	347.26
1060477	03/18/2024	ANIMAL DAMAGE MGMT	2,465.00
1060478	03/18/2024	ANIXTER INC	2,630.90
1060479	03/18/2024	APED	4,364.41
1060480	03/18/2024	APPI	1,476.13
1060481	03/18/2024	B & B SMALL ENGINE REPAIR	64.30
1060482	03/18/2024	BSN SPORTS LLC	3,728.55
1060483	03/18/2024	CARBONIC SERVICE INC	214.72
1060484	03/18/2024	CENTRAL HOME SUPPLY	329.66
1060485	03/18/2024	COAST LOCK & SAFE	48.89
1060486	03/18/2024	COMCAST	331.38
1060487	03/18/2024	CRYSTAL SPRINGS WATER	67.00
1060488	03/18/2024	EWING IRRIGATION PRODUCTS	583.75
1060489	03/18/2024	FERGUSON ENTERPRISES	385.76
1060490	03/18/2024	FLYERS ENERGY LLC	2,765.00
1060491	03/18/2024	HINES PEST & WEED CONTROL DBA R AURIA INC	420.00
1060492	03/18/2024	HOME DEPOT INC	3,244.81
1060493	03/18/2024	INDEPENDENT ELECTRICAL SUPPLY	568.33
1060494	03/18/2024	INDEPENDENT RENTAL CO	436.05
1060495	03/18/2024	KNORR SYSTEMS INTERNATIONAL	12,534.72
1060496	03/18/2024	KONE INC	2,059.13
1060497	03/18/2024	NORTH BAY FORD	3,383.39
1060498	03/18/2024	RIVERSIDE LIGHTING	188.30
1060499	03/18/2024	SAN LORENZO LUMBER AND HOME CENTER	1,374.20
1060500	03/18/2024	SANTA CRUZ RECORDS MANAGEMENT	290.00
1060501	03/18/2024	SC SYSTEMS	1,027.70
1060502	03/18/2024	SHERWIN WILLIAMS CO	307.90
1060503	03/18/2024	SHIFFLER EQUIPMENT SALES INC	436.91
1060504	03/18/2024	STATE OF CALIFORNIA DEPT OF INDUSTRIAL RELATIONS	125.00
1060505	03/18/2024	SUPERIOR ALARM CO	287.50
1060506	03/18/2024	THERMA LLC	1,569.00
1060507	03/18/2024	TMT ENTERPRISES INC.	4,027.79
1060508	03/18/2024	VERIZON CONNECT FLEET USA LLC	1,477.97
1060509	03/18/2024	ACCO BRANDS CORPORATION	172.48
1060510	03/18/2024	AT&T	8,802.11
1060511	03/18/2024	B & H PHOTO-VIDEO REMITTANCE PROCESSING CTR	444.68
1060512	03/18/2024	BAY SCHOOL, THE	74,077.03
1060513	03/18/2024	BIOMETRICS4ALL INC	1,036.00
1060514	03/18/2024	CAMPUS KIDS CONNECTION INC	39,964.80
1060515	03/18/2024	CDW GOVERNMENT INC.	551.90
1060516	03/18/2024	CENGAGE LEARNING	50.00
1060517	03/18/2024	CINTAS CORPORATIONS	488.83
1060518	03/18/2024	COAST PAPER & SUPPLY	4,533.35
1060519	03/18/2024	DICK BLICK CO.	489.37
1060520	03/18/2024	DIESELWORKS	393.00
1060521	03/18/2024	EAN SERVICES LLC	1,262.65
1060522	03/18/2024	EASTER SEALS CENTRAL CALIF	13,387.26

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1060523	03/18/2024	EWING IRRIGATION PRODUCTS	729.37
		Unpaid Tax <u>2.50-</u>	
		Expensed Amount <u>726.87</u>	
1060524	03/18/2024	FORUM MUSIC FESTIVALS	4,749.50
1060525	03/18/2024	GOLD STAR FOODS	8,746.09
1060526	03/18/2024	GOODHEART-WILLCOX PUBLISHER	836.27
1060527	03/18/2024	GRAY'S MUSICAL INSTRUMENTS	1,118.25
1060528	03/18/2024	GREENWASTE RECOVERY INC	8,158.37
1060529	03/18/2024	GS DIRECT LLC	3,690.82
1060530	03/18/2024	JEFFREY N BOTTORFF	2,905.00
1060531	03/18/2024	JW PEPPER & SON INC	148.00
1060532	03/18/2024	LENZ ARTS	21.23
1060533	03/18/2024	LERNER PUBLISHING GROUP, INC	318.77
1060534	03/18/2024	MAXIM HEALTHCARE SRVCS HOLDING	1,860.50
1060535	03/18/2024	NADHERNY-CALCIANO SYMPOSIUM	2,010.00
1060536	03/18/2024	NATIONAL MARINE SANCUARY FOUNDATION	100.00
1060537	03/18/2024	NORTH BAY FORD	307.72
1060538	03/18/2024	OFFICE DEPOT	12.04
1060539	03/18/2024	OTTLEY INC DBA BLUE WATER SEDANS	3,634.00
1060540	03/18/2024	PALACE BUSINESS SOLUTIONS	133.85
1060541	03/18/2024	PEARSON CLINICAL ASSESSMENTS	185.73
1060542	03/18/2024	PHOENIX CERAMICS SUPPLY	812.46
1060543	03/18/2024	ROGER'S REFRIGERATION INC	447.63
1060544	03/18/2024	SAN LORENZO LUMBER AND HOME CENTER	637.33
1060545	03/18/2024	SANTA CRUZ ABA	7,412.16
1060546	03/18/2024	SANTA CRUZ FIRE EQUIPMENT	500.00
1060547	03/18/2024	SANTA CRUZ MUNICIPAL UTILITIES	614.36
1060548	03/18/2024	SANTA CRUZ, CITY OF	883.14
1060549	03/18/2024	SC COAST ATHLETIC LEAGUE C/O MARK DORFMAN	720.00
1060550	03/18/2024	SCI CONSULTING GROUP	7,383.00
1060551	03/18/2024	SOLARCITY LMC SERIES 1 LLC	2,308.21
1060552	03/18/2024	SOQUEL CREEK WATER DISTRICT	9,092.85
1060553	03/18/2024	STAPLES ADVANTAGE	493.70
1060554	03/18/2024	SYSKO FOOD SERVICES OF SF	1,690.55
1060555	03/18/2024	UBEO WEST LLC	128.92
1060556	03/18/2024	US BANK	145,997.25
1060557	03/18/2024	VICTOR TREATMENT CENTERS, INC.	12,747.00
1060558	03/18/2024	WATSONVILLE COAST PRODUCE	1,494.70
1060559	03/18/2024	WPS	1,200.00
1060560	03/18/2024	BUSINESS CARD	8,023.07
1060561	03/18/2024	AMAZON CAPITAL SERVICES	29,053.31
		Unpaid Tax <u>27.18</u>	
		Expensed Amount <u>29,080.49</u>	
1060562	03/18/2024	19SIX ARCHITECTS	84,903.75
1060563	03/18/2024	ACCO-WILSON INC DBA GEO H WILSON	17,465.75
1060564	03/18/2024	ALBION ENVIRONMENTAL INC	948.11
1060565	03/18/2024	BOSCO CONSTRUCTION SERVICES INC	12,672.03
1060566	03/18/2024	BSN SPORTS LLC	48,935.01

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

Checks Dated 02/27/2024 through 03/20/2024

Check Number	Check Date	Pay to the Order of	Check Amount
		Unpaid Tax	19.52
		Expensed Amount	48,954.53
1060567	03/18/2024	COLBI TECHNOLOGIES INC	1,610.00
1060568	03/18/2024	CRW INDUSTRIES INC	130,748.50
1060569	03/18/2024	MOORE TWINING ASSOCIATES INC	617.50
1060570	03/18/2024	PEARTREE + BELLI ARCHITECTS INC	121,942.61
1060571	03/18/2024	PREMIER INSPECTION SERVICES	5,545.00
1060572	03/18/2024	SECUREALL CORPORATION	9,590.84
1060573	03/18/2024	STRAWN CONSTRUCTION INC	129,760.51
828379	02/29/2024	Adriana I. Ortega	1,905.94 *
Cancelled on 03/01/2024			
Total Number of Checks			323
			4,326,422.10

	Count	Amount
Cancel	1	1,905.94
Net Issue		4,324,516.16

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	GENERAL/COUNTY SCHOOL	280	3,213,039.85
11	ADULT EDUCATION	3	2,356.43
13	CAFETERIA SPECIAL REVENUE	26	88,696.22
14	DEFERRED MAINTENANCE	1	13,416.25
21	BUILDING	15	720,154.30
40	SPL RESV CAPITAL OUTLAY PRJ	7	140,971.32
56	Debt Service Fund	1	145,997.25
Total Number of Checks		322	4,324,631.62
Less Unpaid Tax Liability			115.46
Net (Check Amount)			4,324,516.16

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Disposition of Surplus Property

MEETING DATE: April 10, 2024

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Authorize the Assistant Superintendent of Business Services, or his designee, to sell or dispose of the surplus property on the attached list(s) in accordance with Board Policy 3270 and Administrative Regulation 3270A.

BACKGROUND:

Education Code Section 17545 (a) provides that the Board of Education may sell for cash any personal property belonging to the District if the property is not required for school purposes, or if it should be disposed of for the purpose of replacement, or if it is unsatisfactory or not suitable for school use. (b) The governing board may choose to conduct any sale of personal property authorized under this section by means of a public auction conducted by employees of the district or other public agencies, or by contract with a private auction firm. The board may delegate to the district employee responsible for conducting the auction the authority to transfer the personal property to the highest responsible bidder upon completion of the auction and after payment has been received by the District.

Section 17546(a) If the governing board, by a unanimous vote of those members present, finds that the property, whether one or more items, does not exceed in value the sum of two thousand five hundred dollars (\$2,500), it may be sold at private sale without advertising, by any employee of the district empowered for that purpose by the board. (b) Any item or items of property having previously been offered for sale pursuant to Section 17545, but for which no qualified bid was received, may be sold at private sale without advertising by any employee of the district empowered for that purpose by the board. (c) If the board, by a unanimous vote of those members present, finds that the property is of insufficient value to defray the costs of arranging a sale, the property may be donated to a charitable organization deemed appropriate by the board, or it may be disposed of in the local public dump on order of any employee of the district empowered for that purpose by the board.

Per Education Code 60530(b), instructional materials may be destroyed by any economical means, provided that no instructional material shall be destroyed until 30 days after the governing board has given notice to all persons who have filed a request for such notice.

FISCAL IMPACT:

None

This work is in direct support of the following District goal and its corresponding metric:
Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

SCCS BOARD OF EDUCATION

MEETING OF April 10, 2024

SURPLUS PROPERTY

DEPARTMENT/SCHOOL SITE: Learning and Achievement

Special Location	# Copies	Property Description (All of the world language texts below were provided for free from the publisher for a pilot. These books were not adopted and the publisher did not want them returned.)	Year/Age	Condition	Value
District Office	35	Qué chévere! Level 2 textbook ISBN: 978-1-53383-888-9 © 2020 Carnegie Learning, Inc.	1.5	Used	\$5 each \$175 total
District Office	3	Qué chévere! Level 3 workbook ISBN: 978-1-53384-992-2 © Carnegie Learning, Inc.	1.5	Unused - new	\$0
District Office	3	Qué chévere! Level 3 Grammar and Vocabulary ISBN: 978-1-53384-998-4 © Carnegie Learning, Inc.	1.5	Unused - new	\$0
District Office	61	Qué chévere! Level 3 textbook ISBN: 978-1-53383-890-2 © 2020 Carnegie Learning, Inc.	1.5	Used	\$5 each \$305 total
District Office	3	Qué chévere! Level 3 Annotated Teacher's Edition textbook ISBN: 978-1-53383-891-9 © 2020 Carnegie Learning, Inc.	1.5	Used	\$0
District Office	1	Qué chévere! Level 1 textbook ISBN: 978-1-53383-886-5 © 2020 Carnegie Learning, Inc.	1.5	Used	\$0
District Office	1	Qué chévere! Level 1 Annotated Teacher's Edition textbook ISBN: 978-1-68459-858-8 © 2020 Carnegie Learning, Inc.	1.5	Used	\$0
District Office	1	Qué chévere! Level 1 workbook ISBN: 978-1-53384-988-5 (print) © Carnegie Learning, Inc.	1.5	Used	\$0
District Office	1	Qué chévere! Level 1 Grammar and Vocabulary ISBN: 978-1-53384-994-6 © Carnegie Learning, Inc.	1.5	Used	\$0
District Office	3	T'es branché? Level 1 textbook ISBN: 978-1-53381-628-3	1.5	Used	\$0

Approval Date: _____ **Approved By:** _____

		© 2019 EMC Publishing			
District Office	4	T'es branché? Level 1 teacher's edition ISBN: 978-1-68459-867-0 © 2019 Carnegie Publishing, Inc.	1.5	Used	\$0
District Office	1	T'es branché? Level 1 workbook ISBN: 978-1-53383-214-6 © Carnegie Publishing, Inc.	1.5	Used – like new	\$0
District Office	3	T'es branché? Level 2 textbook ISBN: 978-1-53381-629-0 © 2019 Carnegie Publishing, Inc.	1.5	Used – like new	\$0
District Office	4	T'es branché? Level 2 teacher's edition ISBN: 978-1-53381-631-3 © 2019 Carnegie Publishing, Inc.	1.5	Used – like new	\$0
District Office	4	T'es branché? Level 2 workbook ISBN: 978-1-53383-215-3 © Carnegie Publishing, Inc.	1.5	Used – like new	\$0
District Office	4	T'es branché? Level 3 textbook ISBN: 978-1-53382-166-9 © 2019 EMC Publishing	1.5	Used – like new	\$0
District Office	4	T'es branché? Level 3 teacher's edition ISBN: 978-1-53383-190-3 © 2019 Carnegie Publishing, Inc.	1.5	Used – like new	\$0
District Office	4	T'es branché? Level 3 workbook ISBN: 978-1-53383-216-0 © 2019 EMC Publishing	1.5	Used – like new	\$0
District Office	4	T'es branché? Level 4 textbook ISBN: 978-1-53382-167-6 © 2020 Carnegie Publishing, Inc.	1.5	Used – like new	\$0
District Office	4	T'es branché? Level 4 teacher's edition ISBN: 978-1-53383-238-2 © 2020 Carnegie Publishing, Inc.	1.5	Used – like new	\$0
District Office	1	T'es branché? Level 4 workbook ISBN: 978-1-53383-217-7 © 2019 EMC Publishing	1.5	Used – like new	\$0

DEPARTMENT/SCHOOL SITE: Soquel High School, Room 108

Special Location	# Copies	Property Description	Year/Age	Condition	Value
	60	American Government – Magruder’s	No longer in use	Good	\$0
	60	The Words We Live By	No longer in use	Good	\$0

Approval Date: _____ **Approved By:** _____

	105	The Americans – McDougal	No longer in use	Fair	\$0
	110	World History - Pearson	No longer in use	Fair	\$0
	75	The Language of Composition 1 st Edition	No longer in use	Fair	\$0
	70	Perrines Literature Structure, Sound & Sense	No longer in use	Fair	\$0
	130	Exprésate! 1	No longer in use	Fair	\$0
	126	Exprésate! 2	No longer in use	Fair	\$0
	110	Exprésate! 3	No longer in use	Fair	\$0
	32	Biologia-McDougal Spanish Edition	No longer in use	Good	\$0
	80	Physics 7 th Edition – Curnell & Johnson	No longer in use	Fair	\$0
	50	Lifetime Health – Holt	No longer in use	Good	\$0
	90	Lifetime Health – Holt Workbook	No longer in use	Good	\$0
	50	Shakespeare – Romeo and Juliet	No longer in use	Poor	\$0

DEPARTMENT/SCHOOL SITE: Santa Cruz High School

Special Location	# Copies	Property Description	Year/Age	Condition	Value
Woodshop		Delta 36-816 Unisaw - #10819	Unk	Unk	\$300
Woodshop		ChuiTing Edge Sander CT108 - #42103	Unk	Not tracking properly	\$0
Woodshop		Rockwell Shaper 43-340	Unk	Unk	Unk
Woodshop		DSM Sand Blaster DSM-27 - #24606	Unk	Unk	Unk

It is recommended that the Board of Education authorize the Assistant Superintendent, Business Services, or his designee, to sell or dispose of the surplus property in accordance with Board Policy 3270 and Administrative Regulation 3270A.

Approval Date: _____ **Approved By:** _____

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Wellness Committee Annual Report

MEETING DATE: April 10, 2024

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Accept the annual report from the Wellness Committee as submitted.

BACKGROUND:

The Wellness Committee meets quarterly and includes parents, teachers, life lab instructors, an administrators, board representatives and community partners. The annual report outlines yearly goals, including a review of policies and procedures, practices and innovations, and recognizes accomplishments and awards.

FISCAL IMPACT:

None

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

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



WELLNESS POLICY TRI-ANNUAL ASSESSMENT REPORT

April 10, 2024

Amy Hedrick-Farr, Director of Food Services



Mission of SCCS Wellness Policy BP5030

The educational mission of the Santa Cruz City School District includes improving the health and wellness in our community by teaching students to establish and maintain life-long healthy eating, physical, social, and emotional habits.

Adopted March 13, 2013

Last Revised: April 19, 2022



MISSION STATEMENT



The goal of this report is to verify our monitoring and implementation of the Wellness Policy in practice district wide using the following components:

- Policy & Environment
- Nutrition Services
- Smart Snacks
- Health & Physical Education
- Physical Activity
- Social - Emotional Instruction and Supports



How are we monitoring wellness implementation?

Using the Healthy Schools Assessment and the Social Emotional Health Survey:

- Designed by the Alliance for a Healthier Generation
- Used by 52,000 educational institutions in the US
- Based on the Centers for Disease Control and Prevention's School Health Index
- 51 questions across 5 wellness components

Monitoring Implementation



How We Measure Up

	Policy & Environment		Nutrition Services		Smart Snacks		Health & Physical Education		Physical Activity	
	20/21	23/24	20/21	23/24	20/21	23/24	20/21	23/24	20/21	23/24
Bayview Elem.	90%	88%	100%	92%	86%	93%	60%	53%	86%	88%
DeLaveaga Elem.	100%	83%	100%	92%	100%	93%	70%	53%	75%	88%
Gault Elem.	100%	85%	100%	92%	100%	93%	60%	53%	76%	88%
Westlake Elem.	90%	88%	100%	92%	100%	93%	70%	53%	86%	88%
Costanoa	—	90%	—	92%	—	93%	—	53%	—	75%
Branciforte Middle	80%	85%	100%	95%	100%	93%	60%	83%	76%	83%
Mission Hill Middle	80%	85%	100%	96%	100%	93%	70%	83%	78%	83%
Soquel High	30%	90%	92%	96%	71%	93%	50%	83%	47%	83%
Santa Cruz Hgh	25%	90%	92%	93%	71%	93%	50%	83%	47%	83%
Harbor High	80%	85%	92%	96%	100%	93%	60%	83%	67%	83%

Key Barriers in Further Implementation

- Retraining staff and students after COVID absence on policy and implementation
- Using a multitude of different measurements to have an accurate result for the “whole child” in a school district setting.
- Policy support and universal implementation from a variety of participants across the district including administration, teachers, students and parents
- Constraints around classroom time availability in secondary schools to implement Social and Emotional Learning

Barriers



Nutrition Next Steps:

- Continue communication about the policy to staff, parents and students.
- Continue work with school sites to link the classroom, school garden and the cafeteria for a collaborative “healthy habits” message.
- Work collaboratively with Student Services and our Wellness Committee on assessment tool for the “whole child” method.
- Assess our nutritional standards and align with the New Child Reauthorization Act 2020. *(not yet released)*
- Work with the County Office of Education on the County wide Health Summit

Next Steps



Social Emotional / Mental Health: Next Steps

- Expand Tier 1 Social & Emotional Learning to the secondary schools
- Continue expansion of Wellness Centers to all secondary schools
- Continue to enhance outside agency partnerships to better serve our students through our Wellness Centers and otherwise
- Refine and expand policies and education around the dangers of screen time and social media on students

Next Steps





Questions?

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Resolution 24-23-24: Association of Bay Area Governments Power Natural Gas Supply

MEETING DATE: April 10, 2024

FROM: Jim Monreal, Asst. Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Adopt Resolution 24-23-24 to 1) seek membership as a Cooperating Member in the Association of Bay Area Governments (ABAG), 2) authorize the District to execute a joint powers agreement (JPA) with ABAG Publicly Owned Energy Resources (ABAG POWER), and 3) execute agreements related to enrolling in the ABAG POWER natural gas program effective July 1, 2024.

BACKGROUND:

The District is currently enrolled in the School Project for Utility Rate Reduction (SPURR) for cost-saving natural gas service, in lieu of Pacific Gas and Electric Company (PG&E). In 2023, SPURR announced that they would discontinue service effective on or about June 30, 2024. Following a Request for Qualifications and Proposals process, SPURR recommends ABAG POWER as an alternative provider for the District. If the District doesn't enroll in ABAG POWER, it will transition by default to PG&E on or about July 1, 2024.

ABAG POWER is a California JPA formed in 1998 to provide aggregated electricity and natural gas procurement for municipal facilities, with the goals of price stability and cost savings. It is one of many services currently provided to Bay Area cities, counties, towns, and special districts as members of ABAG. Under ABAG POWER, the District would retain many of the core services and benefits it had through SPURR, including public ownership, in-house customer service, competitive rates, regulatory involvement, and regional structures that enable knowledge sharing and elevation of local priorities.

Under the agreement with ABAG POWER, the District must commit to a minimum three-year term and is required to provide a deposit and the time of joining, which is calculated as three months of estimated expenses. The deposit is refundable should the District leave the program.

FISCAL IMPACT:

\$913,361.97 (based on last year's expenditures under SPURR) LCFF Base (Unrestricted)

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.

AGENDA ITEM: 8.3.2.5

**BEFORE THE BOARD OF EDUCATION
OF THE
SANTA CRUZ CITY SCHOOLS
RESOLUTION NO. 24-23-24**

**A RESOLUTION OF THE SANTA CRUZ CITY SCHOOL DISTRICT
AUTHORIZING PARTICIPATION IN THE ASSOCIATION OF BAY
AREA GOVERNMENTS (ABAG) PUBLICLY OWNED ENERGY
RESOURCES (ABAG POWER) JOINT POWERS AGREEMENT (JPA)
AND EXECUTION OF NECESSARY PROGRAM AGREEMENTS TO
PARTICIPATE IN ABAG POWER'S CORE NATURAL GAS
AGGREGATION PROGRAM**

WHEREAS, Santa Cruz City Schools (the “District”) is currently a member of, and enrolled in the School Project for Utility Rate Reduction (“SPURR”) core (small usage) natural gas program, which provides natural gas energy service in lieu of using Pacific Gas and Electric Company (“PG&E”) for natural gas energy service; and

WHEREAS, SPURR is a California Joint Powers Authority (“JPA”) formed in 1989 to seek reduction and control of utility costs on behalf of its members; and

WHEREAS, SPURR has acted as a natural gas energy service provider for approximately 30 years, with a membership open to all California public K-12 school districts, county offices of education, and community college districts. In total, the membership consists of over 300 participating organizations, for whom SPURR aggregates purchasing power and expertise; and

WHEREAS, the District has been a participant in SPURR’s core natural gas program since August 12, 1991; and

WHEREAS, the benefits of participating in SPURR include but are not limited to simplified procurement, competitively sourced pricing, terms, and conditions, increased customer choice, and transparent processes, results, and documentation; and

WHEREAS, SPURR has made a business decision to cease providing natural gas service to core accounts on or about June 30, 2024, and has conducted a Request for Qualifications and Proposals (RFQP) to identify qualified energy service providers to begin providing natural gas energy services to SPURR members after the closure of its gas program; and

WHEREAS, SPURR has 1) evaluated responses to the RFQP and recommended the Association of Bay Area Governments (“ABAG”) Publicly Owned Energy Resources (“ABAG POWER”) for the award of core accounts, and 2) recommended that current natural gas program participants engage with and consider transitioning to ABAG POWER’s service offering; and

WHEREAS, ABAG POWER, like SPURR, is a California JPA, formed in 1998 by ABAG and local governments to provide aggregated electricity and natural gas procurement for municipal facilities, with goals of price stability and cost savings; and

WHEREAS, ABAG POWER's current service offerings include a natural gas aggregation program and a renewable natural gas program. 37 cities, counties, towns, and special districts currently participate in ABAG POWER; and

WHEREAS, many of the core services and benefits of SPURR and ABAG POWER are similar, including public ownership, in-house customer service, competitive rates, regulatory involvement, and regional structures that enable knowledge sharing and elevation of local priorities; and

WHEREAS, in assessing the value of joining ABAG POWER, staff have considered the program's goals of price stability and cost savings, as well as the facts that members own and operate the JPA and have a direct ability to influence ABAG POWER's priorities and operations through the District's voting delegate to the ABAG POWER Board of Directors; guaranteed transparency due to governance meetings being subject to the Ralph M. Brown Act; simplified billing and customer service; and, potential opportunities related to regulatory advocacy and grant funding; and

WHEREAS, over a twenty-year time period (2003-2023), ABAG POWER has been, on average, two percent (2%) more expensive than PG&E on an annual basis. With relative price parity compared to PG&E, staff have considered other aspects of ABAG POWER with respect to differences compared to joining PG&E or other third-party procurement options; and

WHEREAS, staff consideration has found that joining ABAG POWER is valuable, and has resulted in a recommendation to seek membership in ABAG POWER beginning July 1, 2024, upon the termination of SPURR's core natural gas program; and

WHEREAS, the District is eligible to join ABAG POWER, given its organizational status as a public agency, and its geographic location on the PG&E distribution system; and

WHEREAS, enrollment with ABAG POWER requires 1) new members to be a Member or Cooperating Member of ABAG at the time they join ABAG POWER 2) the adoption of a resolution of the District seeking membership in the ABAG POWER JPA, designating a voting director to serve on the ABAG POWER Board of Directors, authorizing execution of the JPA and core gas aggregation agreement, and acknowledging the ABAG POWER Bylaws, 3) a working capital deposit to be provided at the time a new member joins, calculated as two months of estimated expenses, and 4) a minimum three-year contract term; and

WHEREAS, the District is eligible to become a Cooperating Member of ABAG. Cooperating Members are entitled to attend all meetings of the ABAG General Assembly and the Executive Board, but are not entitled to vote or participate in debate. The ABAG Executive Board or Executive Director may approve the admission of any governmental entity or public agency electing to join ABAG as a Cooperating Member.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Santa Cruz City Schools hereby seeks membership as a Cooperating Member of ABAG; seeks membership in the ABAG POWER JPA; authorizes execution of the ABAG POWER JPA and natural gas aggregation agreement; acknowledges the ABAG POWER Bylaws; and, appoints Assistant Superintendent of Business Services Jimmy Monreal as the voting director, and Finance Director Jerene Lacey as his alternate, to serve on the ABAG POWER Board of Directors.

The foregoing Resolution was PASSED AND ADOPTED by the Board of Education of the Santa Cruz City Schools at a meeting held by the Board on April 10, 2024, by the following votes:

AYES: _____

NOES: _____

ABSTENTIONS: _____

ABSENT: _____

President, Board of Education of
Santa Cruz City Schools

Attested by:

By: _____

Clerk, Board of Education of
Santa Cruz City Schools

**CORE NATURAL GAS SALES AND
AGGREGATION AGREEMENT**

By and Between

ABAG POWER

and

(Name of Public Agency)

For service within the territory of
Pacific Gas & Electric Company

CORE NATURAL GAS SALES AND AGGREGATION AGREEMENT

This Core Natural Gas Sales and Aggregation Agreement, hereinafter "Agreement", is made and entered into as of this _____ day of _____ 20__, by and between the ABAG Publicly Owned Energy Resources, a California joint powers agency, hereinafter "ABAG POWER", and the _____ (name of public agency), a _____ (charter/general law city or county or special district), hereinafter "Public Agency".

The parties hereby agree as follows:

1. Eligibility: Public Agency is a member of ABAG POWER. ABAG POWER shall provide directly or, at its option, shall contract to provide coordination services for the purchase and management of a natural gas program for members of ABAG POWER participating in said program [Participant(s)].
2. Authorities: Public Agency is a customer of PG&E for core natural gas distribution services. ABAG POWER is a designated Core Transportation Agent (CTA) in accordance with PG&E's Rule 23 and Tariff G-CT ("Program"). Public Agency appoints ABAG POWER as its exclusive agent to coordinate its purchase and management of natural gas, on behalf of Public Agency for the facilities listed in Exhibit A, which is attached hereto and incorporated herein. All parties understand and agree that the authority for the Program is granted by and subject to the CPUC, as initially authorized by CPUC Decision No. 91-02-040 and as modified through various subsequent CPUC Decisions. This Agreement is pursuant to the Utility Aggregation Tariff Rate Schedule(s), Tariff Rules and terms and conditions set forth in such agreement. Public Agency represents and warrants that any prior aggregator authorizations which Public Agency may have executed will be terminated effective no later than the date of this authorization.
3. Services: ABAG POWER shall deliver, or cause to be delivered, the following services to Public Agency:
 - 3.1 Analyze and evaluate natural gas supply and transportation strategies;
 - 3.2 Negotiate and implement natural gas purchase, transportation and other similar gas services for Participants;
 - 3.3 Perform nominations of gas purchased and transportation services on behalf of Public Agency's facilities as listed in Exhibit A;
 - 3.4 Monitor gas account imbalances;
 - 3.5 Generate invoices for all natural gas purchases and services for ABAG POWER to perform as required under the Agreement. Invoices will include the following information:
 - 3.5.1 For each facility listed in Exhibit A, the monthly usage, and gas charges, including, but not limited to, ABAG POWER operational and administrative fees.
 - 3.5.2 The status of the account identifying the prior account balance, any payments since the previous invoice, current charges plus any applicable late payment charges and credit balances as calculated pursuant to Paragraph 9.3; and

3.6 Provide general consultation services.

4. Enrollment Notification of Changes: Public Agency shall through the attached Exhibit A submit to ABAG POWER its list of accounts to be served hereunder. Public Agency represents and warrants that all facilities listed in Exhibit A distribute natural gas used by Public Agency and that none of the facilities will be serviced by another core transport agent as of the Start Date as defined in Paragraph 9.5. Public Agency shall also notify ABAG POWER forty-five (45) days in advance of changes in Public Agency's facilities or operations which are reasonably expected to increase or decrease the consumption of natural gas more than ten percent (10%) as compared to historical levels. Public Agency may add facilities to Exhibit A upon prior written notice to ABAG POWER. Public Agency may delete facilities from Exhibit A only upon written consent by ABAG POWER, which consent shall not be unreasonably withheld, except that Public Agency may delete facilities without ABAG POWER's consent if Public Agency abandons the facility or transfers the facility to another entity.

5. Agency Relationship: Public Agency authorizes ABAG POWER to act as its exclusive agent for the Program and does hereby constitute and appoint an authorized officer or agent of ABAG POWER to act on its behalf as its lawful agent for the implementation of the Program. This authorization shall include the right to do and perform all acts, with full power to execute all documents requisite and necessary to be done in all matters relating to the purchase, sale, and transportation of natural gas. Therefore, Public Agency authorizes ABAG POWER to take actions appropriate to establish and implement the Program, including, but not limited to:

5.1 Aggregating the gas supplies and services of Public Agency with those of other Participants in conjunction with providing such gas supplies and services to Public Agency and pursuant to the terms and conditions of the Program;

5.2 Executing local distribution company riders and other documentation on behalf of Public Agency;

5.3 Nominating gas supplies on behalf of Public Agency;

5.4 Handling gas imbalances, gas storage, and all other operational transactions with the Utility in order to deliver gas to the Utility for subsequent redelivery to Public Agency; and

5.5 Arranging for payment of Program bills for natural gas, transportation and other Utility charges. Public Agency understands and agrees that in the event of nonpayment by ABAG POWER, Public Agency will be responsible for payment of Public Agency's bills for gas and services, even if the Public Agency has already made payment to ABAG POWER for those gas quantities and services.

Public Agency understands that if ABAG POWER's contract with the Utility terminates for any reason, on Public Agency's receipt of notice from Utility, Public Agency will receive gas service for Exhibit A accounts under core procurement service from the Utility commencing on the first day of Public Agency's next billing cycle pursuant to the terms and conditions of the applicable core procurement Tariff Rate Schedule for each Public Agency's accounts.

6. Title: All purchase, transportation and other gas service contracts shall be in the name of ABAG POWER.

7. Term: Subject to the provisions of Paragraphs 12 and 13 hereof, and receipt of timely notifications of alternative arrangements, this Agreement shall be in full force for a three (3) year term commencing July 1 of the year immediately following the execution date of this contract. Subject to Paragraph 13, the term of this Agreement shall be automatically extended for additional three-year periods on each July 1 provided that ABAG POWER is not in breach of this Agreement, and provided that Public Agency has not submitted on or before June 1 written notice of its decision to terminate the Agreement effective the July 1 three (3) years after said notice.

8. Fees: The operational fees for all services described in Paragraphs 3 and 5 shall be established by the ABAG POWER Board of Directors, hereinafter "Board".

9. Payment:

9.1 On a monthly basis, unless otherwise approved by Public Agency, ABAG POWER will provide, or cause to be provided, to Public Agency an invoice for the Public Agency's facilities serviced under this Agreement. Invoices will be directed to and payment is to be made directly by Public Agency to the escrow account designated pursuant to Paragraph 10 of this Agreement. Payment is due immediately upon receipt of the invoice. Late payment charges at the rate of one and a half percent (1.5%) per month calculated daily on the outstanding balance will be imposed commencing on the thirty-first (31st) day after the mailing date of the invoice. Late payment charges may, at ABAG POWER's sole discretion, be debited against Public Agency's Working Capital Account as defined in Paragraph 9.3.

9.2 ABAG POWER will invoice Public Agency, and Public Agency will pay, in monthly installments, sums representing payments for the natural gas and services provided under this Agreement (Invoiced Amounts). Initially, Invoiced Amounts will be based on ABAG POWER's estimate of Public Agency's consumption of natural gas for the month leveled to eliminate extreme consumption fluctuations but adjusted to reflect moderated seasonal fluctuations. Each invoice will also identify the costs, if any, of natural gas, including, but not limited to transportation charges and operational fees, and utility charges charged to Public Agency for the period identified in the invoice. Any disputes between the parties regarding the amount of any Actual Charges shall be resolved pursuant to Section H of Exhibit B to this Agreement, as defined in Paragraph 9.3, will be adjusted as soon as practicable to reflect the resolution of the dispute.

9.3 Upon approval of this Agreement by ABAG POWER, Public Agency shall pay a working capital deposit to ABAG POWER prior to transferring any accounts to the ABAG POWER program. This deposit is refundable when Public Agency leaves the program and all liabilities to ABAG POWER have been satisfied. The currently approved working capital deposit is calculated as follows:

[Three times the average load (therms) times the current applicable rate (\$/therm).]

9.4 After the end of each fiscal year, ABAG POWER will perform a "true-up" by calculating the difference between the Invoiced Amounts and the Actual Charges. Any difference in these amounts will be debited or credited (as appropriate) to the Public Agency in equal installments over the remaining program year's invoices.

9.5 In accordance with the terms of Paragraph 10, ABAG POWER will first apply the Invoiced Amounts to the payment of Actual Charges. Public Agency acknowledges that during the term of this

Agreement ABAG POWER has the right to use working capital deposits to pay Actual Charges incurred by other Participants in the Program as such Actual Charges become due. Such use of the monies will not be a debit against the working capital deposit and will not obviate, eliminate or modify ABAG POWER's obligation to pay Public Agency the working capital deposit amount pursuant to Paragraph 13.3. ABAG POWER retains the right to modify Invoiced Amounts to increase the sum of working capital deposits in the Program in order to timely pay Actual Charges as they become due.

9.6 Intentionally deleted.

9.7 In the event Public Agency fails to make timely payment consistent with the terms employed by ABAG POWER, in addition to any other remedy it may have hereunder and notwithstanding the existence of any late payment penalty, ABAG POWER may declare Public Agency to be in default and terminate the agreement. ABAG POWER is further authorized to bill Public Agency for reasonable charges associated with demands for payment on late accounts as well as reasonable charges associated with suspension and resumption of service hereunder.

10. Disbursement of Funds: Subject to the terms and conditions of this Agreement, ABAG POWER agrees to provide for sale and delivery, and Public Agency agrees to receive and to pay ABAG POWER for natural gas. Further, Public Agency agrees to pay for the Actual Charges.

10.1 An escrow account for the purposes of receiving payments by Participants and making payments to the Utilities, the gas supplier and other payees as authorized by ABAG POWER will be established.

10.2 The instructions for this escrow account have been approved by ABAG POWER, and shall include a list of the authorized recipients of payments from the account.

10.3 Only ABAG POWER may authorize release of funds from the escrow account, and such shall only be to those payees identified in the escrow instructions.

11. Gas Program Pricing:

11.1 Allocation. The gas charges to Participants will include (a) cost of the gas commodity (gas charges), (b) applicable utility transportation charges, and (c) administrative costs. Gas charges are the product of a Participant's usage times the unit rate for gas for each month. The unit rate is the total monthly cost of natural gas purchased for all Participants at the supplier contract price divided by the total monthly usage of Participants. Transportation and administrative charges will be allocated to each Participant based on gas usage.

11.2 Annual Report. Each year, ABAG POWER will provide each Participant with a report showing that Participant's total costs for natural gas, including transportation charges and administrative fees, and utility charges at a per therm cost for each category.

11.3 Gas Purchasing. Under the policy direction of the Board, ABAG staff will regularly canvas the natural gas market and enter into contracts to acquire natural gas for, among others, fixed price, indexed price and variable price with a minimum and/or maximum. ABAG staff, under the policy direction of the Board, has the power to execute all contracts reasonably necessary to deliver natural gas to each Participant.

12. Change of Regulations: Any future change in law, rule or regulation, or utility practice which prohibits or frustrates ABAG POWER or the Public Agency from carrying out the terms of this Agreement shall excuse both parties from their obligations, other than the obligation of Public Agency to make payments due for gas and services received.

13. Cancellation of Service:

13.1 Cancellation by Public Agency: Public Agency may cancel the Agreement by giving ABAG POWER written notice by June 1 of its intent to terminate on June 30 of the third year following the date notice was given.

13.2 Cancellation by ABAG POWER: Actions by the utilities and/or CPUC to develop rules which are in conflict with sound business practices, or impose unnecessary risk on either party to this Agreement, or substantially prevent ABAG POWER from performing its functions under this Agreement may result in the cancellation of this Agreement by ABAG POWER. ABAG POWER shall give Public Agency written notice ninety (90) days prior to such cancellation and both parties shall work diligently to minimize the negative effects on ABAG POWER and the Public Agency of such cancellation.

13.3 Working Capital Deposit: Within ninety (90) days after cancellation, ABAG POWER will pay to Public Agency the amount of its working capital as modified pursuant to Paragraph 9.2, less any debits imposed pursuant to Paragraph 9.1 and less any outstanding Actual Charges owed by Public Agency.

14. ABAG POWER Board of Directors: _____ (Name of Public Agency Representative) shall be the Public Agency's representative to the Board. The Board shall provide policy direction for the Program. The Board's powers shall include admission of new Participants and the extension of any contracts for the purchase of natural gas and/or related services under rules and procedures adopted by the Board.

15. Approvals: The Public Agency Representative may grant any approval, or give any direction required by this Agreement, in writing or orally. Written approvals or directions may be transmitted physically, by facsimile or electronically. Oral approvals will be confirmed in writing by either party.

16. Attorneys' Fees: In the event either party invokes its right to arbitration under Section H of Exhibit B due to an alleged breach of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as determined by the arbitrator.

17. Ownership of Files, Reports, Photographs, and Related Documents: Upon termination of the Agreement, any and all files, reports, photographs, plans, specifications, drawings, data, maps, models and related documents respecting in any way the subject matter of this Agreement, whether prepared by ABAG POWER, the Public Agency or third parties and in whatever media they are stored shall remain or shall become the property of the Public Agency and the Public Agency shall acquire title to, and copyright ownership of, all such documents. The Public Agency hereby grants to ABAG POWER an irrevocable license to retain a copy of all records covered by this paragraph for ABAG POWER's files.

18. Indemnity: Public Agency shall indemnify and hold harmless ABAG, ABAG POWER and their respective directors, officers, member agencies, agents and employees from and against all claims,

damages, losses and expenses including attorney's fees arising out of or resulting from the performance or non-performance of the services required by this Agreement, unless such is caused by the negligence of ABAG, ABAG POWER or their respective directors, officers, member agencies, agents or employees.

19. Assignment/Security Arrangements: Public Agency hereby acknowledges that ABAG POWER may, in order to finance security deposit and cash flow deficits incurred in connection with the operation with this Program, incur short-term debt which may be secured by an assignment, encumbrance or hypothecation of this Agreement and/or payments due hereunder.

20. Notices: The following addresses for the giving of notices and billings shall be:

Public Agency Notices:

Public Agency Billing Address:

ABAG POWER Notices:

Ryan Jacoby
Association of Bay Area Governments
375 Beale Street, Suite 700
San Francisco, CA 94105
(415) 820-7956
rjacoby@bayareametro.gov

21. Severability: If any provision of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, the remaining provisions of this Agreement and the application thereof shall remain in full force and effect and shall not be affected, impaired, or invalidated.

22. Captions: The captions appearing in this Agreement are inserted as a matter of convenience and in no way define or limit the provisions of this Agreement.

23. Other Contract Provisions: This Agreement shall be subject to the other standard provisions which are set forth in the attached Exhibit B, which is incorporated by this reference.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the date and year first above written.

ABAG PUBLICLY OWNED ENERGY RESOURCES

By: _____ Date: _____

PUBLIC AGENCY

By: _____ Date: _____

Name: _____

Title: _____ (City Manager, County Administrator or other as designated by resolution)

Approved as to legal form and content:

By: _____ Date: _____

Name: _____

Title: _____

EXHIBIT A

List of Facility Accounts

Name of Public Agency: _____

PG&E Account Number	Street Address	City
1. <u>All Current Accounts with ABAG POWER</u>	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

EXHIBIT B
STANDARD CONTRACT PROVISIONS

- A. **Time of Essence.** Time is of the essence in this Agreement.
- B. **Waiver.** The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or a different provision of this Agreement.
- C. **Controlling Law.** This Agreement and all matters relating to it shall be governed by the laws of the State of California.
- D. **Binding on Successors, Etc.** This Agreement shall be binding upon the successors, assigns, or transferees of ABAG POWER or Public Agency as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate, or pledge this Agreement other than as provided above.
- E. **Records/Audit.** ABAG POWER shall keep complete and accurate books and records of all financial aspects of its relationship with Public Agency in accordance with generally-accepted accounting principles. ABAG POWER shall permit authorized representatives of Public Agency and/or any of Public Agency's governmental grantors to inspect, copy, and audit all data and records of ABAG POWER relating to its performance of services under this Agreement. ABAG POWER shall maintain all such data and records intact for a period of three (3) years after the date that services are completed hereunder or this Agreement is otherwise terminated.
- F. **Prohibited Interest.** Neither ABAG, ABAG POWER or their respective directors, officers, employees or agents shall solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts.
- G. **Insurance Requirements.**
- (1) ABAG shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following insurance:
- (a) Workers' compensation insurance as required by law.
 - (b) Comprehensive general liability insurance coverage of One Million Dollars (\$1,000,000) in the aggregate for products and/or completed operations and One Million Dollars (\$1,000,000) per occurrence for automobiles.
 - (c) Professional liability insurance with minimum liability limits of Two Million Dollars (\$2,000,000) in the aggregate.
- (2) All ABAG's insurance policies shall contain an endorsement providing that written notice shall be given to Public Agency at least thirty (30) days prior to termination, cancellation, or reduction of coverage in the policy or policies, and all policies shall be carried by an insurance company or companies acceptable to Public Agency.
- (3) In addition, each policy or policies of insurance described in subparagraph (2) above shall contain an endorsement providing for inclusion of Public Agency and its directors, officers, agents, and employees as additional insureds with respect to the work or operations in connection with this Agreement

and providing that such insurance is primary insurance and that no insurance of Public Agency will be called upon to contribute to a loss.

(4) Promptly upon execution of this Agreement, ABAG shall deliver to Public Agency certificates of insurance evidencing the above insurance coverages. Such certificates shall make reference to all provisions or endorsements required herein and shall be signed on behalf of the insurer by an authorized representative thereof. ABAG agrees that at any time upon written request by Public Agency to make available copies of such policies certified by an authorized representative of the insured.

(5) The foregoing requirements as to types and limits of insurance coverage to be maintained by ABAG and approval of policies by Public Agency are not intended to, and shall not, in any manner limit or qualify the liabilities and obligations otherwise assumed by ABAG pursuant to this Agreement, including, but not limited to, liability assumed pursuant to ABAG's insurance policies under Subsections (1)(b) of this section.

(6) ABAG shall require all subcontractors to comply with the insurance requirements described in Section G(1)(a)-(c), inclusive.

H. **Arbitration.** Any dispute between ABAG POWER and the Public Agency regarding the interpretation, effects, alleged breach of powers and duties arising out of this Agreement shall be submitted to binding arbitration. The arbitrator shall be selected by agreement between the parties by lot from a list of up to six (6) arbitrators with each party submitting up to three (3) arbitrators.

EXHIBIT C

SCHOOL PROJECT FOR UTILITY RATE REDUCTION (SPURR) ADDENDUM

1. Parties acknowledge that SPURR has made an award to ABAG POWER pursuant to a competitive solicitation issued by SPURR on June 16, 2023, and enumerated by SPURR as the “Request for Qualifications and Proposals for Retail Natural Gas Supply for Core and Noncore Accounts” (RFQP).
2. Public Agency is contracting with ABAG POWER on account of the award to ABAG POWER by SPURR resulting from the RFQP.
3. ABAG POWER will offer pricing to Public Agency consistent with ABAG POWER’s response to the RFQP. Public Agency will determine for itself the suitability of any rate plan offered by ABAG POWER.
4. Public Agency will not be liable for penalties related to any Operational Flow Order, Emergency Flow Order, or similar utility penalties related to load scheduling or balancing for accounts served by ABAG POWER. Public Agency may remain liable for penalties related to utility distribution curtailments of service to Public Agency’s specific accounts.
5. If ABAG POWER wishes to offer to a Public Agency a product (e.g., Renewable Natural Gas), which may enable the creation of Environmental Attributes, then ABAG POWER shall provide at least 10 (ten) days advance notice of such offer to SPURR by email to gas@spurr.org and service@spurr.org. Such notice shall provide details of the offer.
6. Pursuant to the terms of the RFQP and resulting SPURR Master Contract (SMC), SPURR is authorized to receive Public Agency’s detailed usage, account, invoicing, and payment information from ABAG POWER, including reports referenced in the RFQP and any information provided by PG&E to ABAG POWER related to Public Agency’s accounts.

JOINT POWERS AGREEMENT

creating

ABAG POWER

The public entities listed in Appendix A (Members) entered into this Joint Powers Agreement (Agreement) creating ABAG Publicly Owned Energy Resources (ABAG POWER). All Members are public entities organized and operating under the laws of the State of California and each is a public agency as defined in California Government Code Section 6500.

RECITALS

- A. Government Code Sections 6500-6515, permitting two or more local public entities by agreement to jointly exercise any power common to them, authorizes the Members to enter into this Agreement.
- B. Public entities consume energy in the form of natural gas and/or electricity and use telecommunications services in the performance of their essential governmental functions.
- C. Federal and State agencies responsible for the regulation of the natural gas, electric and telecommunications industries have determined that deregulation of these industries is in the public interest.
- D. Public entities have the opportunity to secure energy supplies and related services, manage energy consumption, obtain telecommunications services, manage the use of telecommunications services and determine conditions under which the private sector accesses and uses, in a cooperative and coordinated manner, public resources and infrastructure used in the delivery of such energy and services.
- E. The Association of Bay Area Governments (ABAG), at its sole expense, has created and implemented a natural gas aggregation to purchase natural gas and related services on behalf of the program participants and has formulated, a program to purchase electricity through direct access and procure related services on behalf of public entities in the Pacific Gas & Electric Company's (PG&E) service area.

- F. The formation of ABAG POWER enables the Members to take advantage of the opportunities described in paragraph D in such manner and at such time as the Members may decide.
- G. The governing board of each Member has determined that it is in the Member's best interest and in the public interest that this Agreement be executed and that it is participating as a Member of ABAG POWER.

AGREEMENT

1. Formation of ABAG POWER. Pursuant to Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500) (as amended from time to time, the JPA Law), the Members hereby create a separate joint powers agency which is named ABAG POWER.
2. Parties to Agreement. Each Member certifies that it intends to, and does, contract with every other Member which is a signatory to this Agreement and, in addition, with such other Member as may later be added as Members under Section 16. Each Member also certifies that the deletion of any Member from this Agreement does not affect this Agreement nor each remaining Member's intent to contract with the other Members then remaining.
3. Purpose. ABAG POWER will acquire, for use by its Members, energy including, but not limited to, natural gas and electricity, and of telecommunications services, and such other services and goods as may be necessary or convenient to optimize costs savings and to manage the use or the supply of energy or telecommunications services.
4. Membership. The following entities, or types of entities, are eligible for membership in ABAG POWER :
 - (a) ABAG,
 - (b) members of ABAG, and
 - (c) any other public entity so long as such public entity is a cooperating member of ABAG at the time it joins ABAG POWER.
5. Limitation. Except as otherwise authorized or permitted by the JPA Law and for purposes of, and to the extent required by Government Code Section 6509, ABAG POWER is subject to the restrictions upon the manner of exercising the powers of the Member specified in the Bylaws.
6. Powers. ABAG POWER is authorized, in its own name, to do all acts necessary to fulfill the purposes of this Agreement referred to in Section 3 including, but not limited to, each of the following:

- (a) Make and enter into contracts;
- (b) Incur debts, liabilities and obligations; provided that no debt, liability or obligation of ABAG POWER is a debt, liability or obligation of any Member except as separately agreed to by a Member agreeing to be so obligated;
- (c) Acquire, hold, construct, manage, maintain, sell or otherwise dispose of real and personal property by appropriate means, excepting only eminent domain;
- (d) Receive contributions and donations of property, funds, services and other forms of assistance from any source;
- (e) Sue and be sued in its own name;
- (f) Employ agents and employees;
- (g) Lease real or personal property as lessee and as lessor;
- (h) Receive, collect, invest and disburse moneys;
- (i) Issue revenue bonds or other forms of indebtedness, as provided by law;
- (j) Carry out other duties as required to accomplish other responsibilities as set forth in this Agreement;
- (k) Assign, delegate or contract with a Member or third party to perform any of the duties of the Board, including, but not limited to, acting as administrator for ABAG POWER; and
- (l) Exercise all other powers necessary and proper to carry out the provisions of this Agreement.

These powers will be exercised in the manner provided by applicable law and as expressly set forth in this Agreement.

7. Appointment of Administrating Member.

- (a) ABAG is hereby appointed by the Members to execute the provisions of this Agreement and implement programs undertaken by ABAG POWER. The Members acknowledge that this designation may cause potential conflicts of interest to arise and waive any liability on the part of ABAG arising out of any such conflict of interest. ABAG may not be removed as the administrating Member except by reason of its fraud, gross negligence or gross mismanagement or by a vote of two-thirds (2/3) of the authorized directors of the Board.
- (b) ABAG POWER will compensate ABAG for services rendered.

8. Board of Directors.

- (a) Directors and Alternates. The Board is comprised of one director and, in a director's absence, an alternate director from each member. Each Member will appoint one director and one alternate. A director and/or alternate director may be, but is not required to be, an elected official of the Member.
- (b) Term. Directors serve a term of five (5) years unless removed earlier by the appointing Member. Directors may serve any number of terms.
- (c) Compensation. Directors and alternate directors are not entitled to compensation. The Board may authorize reimbursement of expenses incurred by directors or alternate directors.
- (d) Delegation of Powers. The Board is, pursuant to Section 9(b), required to delegate certain powers to specified committees and may delegate other powers to committees but may not delegate the power to dismiss ABAG or amend the Bylaws.

9. Committees. All directors are eligible for appointment to a committee.

- (a) Executive Committee. The Board may create an Executive Committee as set forth in the Bylaws.
- (b) Program Committees. The Board hereby delegates the power to oversee implementation of a program to a Program Committee as set forth in the Bylaws, provided each such director represents a Member which is participating in the Program.
- (c) Other Committees. The Board may create other committees as set forth in the Bylaws.

10. Officers and Employees.

- (a) The officers of ABAG POWER are the Chair, Vice-Chair, President, Chief Financial Officer/Treasurer and Secretary.
- (b) The Chair and Vice-Chair are directors elected or appointed by the Board at its first meeting. The term of office for Chair and Vice-Chair is one year beginning January 1. The President, Secretary and Chief Financial Officer/Treasurer serve as set forth in the Bylaws. The duties of the officers are described in the Bylaws. The Chair and Vice Chair assume their office upon election. The President, Chief Financial Officer/Treasurer and Secretary assume the duties of their offices upon formation of ABAG POWER. If either the Chair or Vice-Chair ceases to be a director, the resulting vacancy will be filled at the next meeting of the Board.

- (c) The Chair and Vice-Chair are not entitled to compensation. The Board may authorize reimbursement of expenses incurred by officers.
 - (d) The Board may create such other offices and appoint individuals to such offices as it considers either necessary or convenient to carry out the purposes of this Agreement.
- 11. Limitation on Liability of Members for Debts and Obligations of ABAG POWER. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of ABAG POWER do not constitute debts, liabilities, or obligations of any party to this Agreement. A Member may separately contract for or assume responsibility for specific debts, liabilities, or obligations of ABAG POWER.
- 12. Fiscal Year. The first fiscal year of ABAG POWER is the period from the date of this Agreement through December 31, 1998. Each subsequent fiscal year of ABAG POWER ends on December 31.
- 13. Budget. The Board may adopt, at its sole discretion, an annual or multi-year budget not later than sixty (60) days before the beginning of a fiscal year.
- 14. Annual Audits and Audit Reports. The Chief Financial Officer/Treasurer will cause an annual financial audit to be made by an independent certified public accountant with respect to all ABAG POWER receipts, disbursements, other transactions and entries into the books. A report of the financial audit will be filed as a public record with each Member. The audit will be filed no later than required by State law. ABAG POWER will pay the cost of the financial audit and charge the cost against the Members in the same manner as other administrative costs.
- 15. Establishment and Administration of Funds.
 - (a) ABAG POWER is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It will comply with every provision of law relating to the establishment and administration of funds, particularly Section 6505 of the California Government Code.
 - (b) The funds will be accounted for on a full accrual basis.
 - (c) The Chief Financial Officer/Treasurer will receive, invest, and disburse funds only in accordance with procedures established by the Board and in conformity with applicable law. The Chief Financial Officer/Treasurer will procure a fidelity bond.
- 16. New Members. For the purpose of this section only, all Members admitted after January 1, 1999 are New Members.

- (a) A public entity may be admitted as a New Member only upon a two-thirds (2/3) vote of the Board and upon complying with all other requirements established by the Board and the Bylaws.
- (b) Each applicant for membership as a New Member must pay all fees and expenses, if any, set by the Board.
17. Withdrawal. Members may withdraw in accordance with conditions set forth in the Bylaws provided that no Member may withdraw if such withdrawal would adversely affect a bond or other indebtedness issued by ABAG POWER, except withdrawal under such circumstances may be effected upon a two-thirds (2/3) vote of the Board.
18. Expulsion/Suspension. ABAG POWER may expel or suspend a Member by a two-thirds (2/3) vote of the Board for a breach of this Agreement or the Bylaws determined by the Board to be a material breach. The procedures for hearing and notice of expulsion of a Member are provided in the Bylaws.
19. Termination and Distribution.
- (a) This Agreement continues until terminated. However, it cannot be terminated until such time as all principal of and interest on bonds and other forms of indebtedness issued by ABAG POWER are paid in full. Thereafter, this Agreement may be terminated by the written consent of two-thirds (2/3) of the Members; provided, however, that this Agreement and ABAG POWER continue to exist after termination for the purpose of disposing of all claims, distribution or assets and all other functions necessary to conclude the obligations and affairs of ABAG POWER.
- (b) After completion of ABAG POWER's purposes, any surplus money on deposit in any fund or account of ABAG POWER will be returned as required by law. The Board is vested with all powers of ABAG POWER for the purpose of concluding and dissolving the business affairs of ABAG POWER.
20. Notices. Notice to each Member under this Agreement is sufficient if mailed to the Member and separately to the Member's Director to their respective addresses on file with ABAG POWER.
21. Prohibition Against Assignment. No Member may assign a right, claim, or interest it may have under this Agreement. No creditor, assignee or third party beneficiary of a Member has a right, claim or title to any part, share, interest, fund or asset of ABAG POWER. However, nothing in this section prevents ABAG POWER from assigning any interest or right it may have under this Agreement to a third party.
22. Amendments. This Agreement may be amended by an affirmative vote of the governing bodies of [three-fourths (3/4)] of the Members acting through their governing bodies. A proposed amendment must be submitted to each Member at least thirty (30) days in advance of the date when the Member considers it. An amendment is to be effective

immediately unless otherwise designated. Appendix A to the Agreement may be amended to correctly list current Members without separate action by the Members or the Board.

23. Severability. If a portion, term, condition or provision of this Agreement is determined by a court to be illegal or in conflict with a law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions is not affected.
24. Liability of ABAG POWER. Subject to limitations thereon contained in any trust agreement or other documents pursuant to which financing of ABAG POWER are implemented, funds of ABAG POWER may be used to defend, indemnify, and hold harmless ABAG POWER, any Member, any Director or alternate, and any employee or officer of ABAG POWER for their actions taken within the scope of their duties while acting on behalf of ABAG POWER.
25. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California.
26. Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes but one and the same instrument.

27. Effective Date. This Agreement becomes effective and ABAG POWER exists as a separate public entity when the sum of the electric usage for all accounts committed by all Members under all Direct Access Electric Aggregation Agreements between the Member and ABAG equals or exceeds three hundred seventy thousand (370,000) mWh in a one year period.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written below.

Date: _____

By: _____

APPROVED AS TO LEGAL FORM

Legal Counsel

Attest:

**BYLAWS
OF
ABAG POWER**

**adopted
October 22, 1997**

**amended
November 13, 1997**

**amended
October 17, 2002**

**amended
August 18, 2004**

**amended
October 19, 2016**

**amended
May 25, 2023**

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**BYLAWS OF
ABAG POWER
As Amended May 25, 2023**

ARTICLE 1 -- NAME

The name of this public entity is ABAG Publicly OWned Energy Resources (ABAG POWER)

ARTICLE 2 -- OFFICES

2.1. Principal Office.

The principal office for the transaction of the business of ABAG POWER is located at 375 Beale Street, San Francisco, County of San Francisco, California. The Board of Directors (Board) may change the principal office from one location to another. Any change of this location will be noted by the Secretary on these Bylaws opposite this section, or this section may be amended to state the new location.

2.2. Other Offices.

The Board may at any time establish branch or subordinate offices at any place or places.

ARTICLE 3 --LIMITATION ON AUTHORITY

ABAG POWER's exercise of its power under the ABAG POWER Joint Powers Agreement (JPA) and these Bylaws is restricted to the extent required under California Government Code Section 6509. The County of Contra Costa is hereby designated pursuant to said Section 6509. This designation may be changed by a two-thirds (2/3) vote of the Board provided that the designated agency must be a city or county in California.

ARTICLE 4 -- MEMBER ENTITIES

In addition to the original contracting parties (as the term is used in California Government Code Section 6502) to the JPA, any other public entity (as defined in California Government Code Section 6500), which becomes a contracting party pursuant to the JPA and these Bylaws, is a Member. Any contracting party which withdraws or is expelled pursuant to these Bylaws ceases to be a Member.

ARTICLE 5 -- DEBTS AND LIABILITIES

5.1. The debts, liabilities and obligations of ABAG POWER will not be the debts, liabilities or obligations of any or all of the Members. However, nothing in this section or the JPA :

5.1.1. prevents a Member or Members from agreeing, in a separate agreement, to be jointly and/or severally liable, in whole or in part, for any debt, obligation or liability of ABAG POWER, including but not limited to, any bond or other debt instrument issued by ABAG POWER, or

5.1.2. impairs the ability of any Member to undertake the responsibility described in subsection 5.1.1 of this section.

ARTICLE 6 -- DIRECTORS

6.1. Powers.

6.1.1. General Powers. Subject to the provisions of these Bylaws and the JPA, the business and affairs of ABAG POWER will be managed, and all powers will be exercised, under the policy direction of the Board.

6.1.2. Specific Powers. Without prejudice to these general powers, the Board also has the power to borrow money and incur indebtedness on behalf of ABAG POWER and cause to be executed and delivered for ABAG POWER's purposes, in ABAG POWER's name, promissory notes, bonds, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities and certificates of participation.

6.1.3. Program Guidelines. The Board also has the power to establish guidelines for the types of Programs to be undertaken by ABAG POWER.

6.2. Directors and Alternates.

Each Member will appoint a director, and may appoint an alternate director to the Board. The director and/or the alternate may be an elected official.

6.3 Voting.

Only directors appointed by a Member which is participating in an ongoing program offered by ABAG POWER shall be entitled to cast a vote at the Board of Directors or any committee of ABAG POWER.

6.4 Vacancies.

6.4.1. Vacancies. Vacancies in directors' position will be filled as provided in Section 6.

6.4.2. Events Causing Vacancy. A vacancy on the Board exists on the occurrence of the following: (i) the death of any director; (ii) the removal, dismissal or resignation of a director from the position he/she held with the Member at the time he/she became a director; (iii) the declaration by resolution of the Board of a vacancy of the office of a director who has been declared of unsound mind by an order of court or convicted of a felony; or (iv) written notice to the Secretary from the appointing

Member stating that the designation of the director or alternate has been revoked said revocation to be effective upon receipt, unless the notice specifies a later time.

6.4.3. Resignations. No director may resign when ABAG POWER would then be without at least three (3) directors in charge of its affairs.

6.4.4. Reduction or Increase in Number of Directors. At the beginning of a fiscal year, the authorized number of directors may be reduced or increased by the deletion or addition of a Member.

6.5. Meetings.

The Chair or Vice-Chair of the Board, or any ten (10) directors by written request, may call a meeting of the Board.

6.6. Quorum.

A forty percent (40%) of the directors entitled to cast a vote is a quorum for the transaction of business. Except for acts requiring a supermajority under these Bylaws or the JPA, every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is an act of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the quorum for that meeting, or if a supermajority is required, by the supermajority of the quorum for that meeting.

6.7. Rules of Order.

The Board may adopt rules of order to govern the conduct and procedure of Board meeting.

6.8. Minutes.

The Board will keep or cause to be kept written minutes of its proceedings, except executive sessions.

6.9. Fees and Compensation of Directors.

Directors and members of committees may receive such reimbursement of expenses as may be determined by resolution of the Board to be just and reasonable.

6.10. Delegation of Powers.

Except as otherwise proscribed in these Bylaws and the JPA, the Board may delegate any of its powers.

ARTICLE 7 -- BOARD COMMITTEES

7.1. Executive Committee.

The Executive Committee is a standing committee comprised of the Chair, Vice Chair and three (3) to nine (9) members entitled to cast a vote or their alternates which is hereby empowered to exercise all powers of the Board except as otherwise specifically proscribed in these Bylaws or the JPA, during times when the Board does not meet or is unable to convene a meeting. Any director or alternate may attend and participate in the discussion at any Executive Committee meeting.

7.1.1. Voting. Actions requiring a supermajority vote of the Board require a supermajority vote of the Executive Committee. All other actions require a vote of the majority of the committee.

7.1.2. Initial Members. The Chair shall nominate the initial members of the Executive Committee. The Board shall set the number of members and, at its sole discretion, ratify or disapprove the nominees, or appoint other members.

7.1.3. Term. Each member serves a term ending on the next December 31, beginning in 1998. A member may succeed himself/herself and may serve any number of consecutive or non-consecutive terms.

7.1.4. Vacancies. In the event, a vacancy on the Executive Committee occurs, the Chair may appoint a new member who will serve on the Executive Committee with all rights and duties until the new member is either ratified or disapproved at the next meeting of the Board.

7.2. Ad Hoc Committees.

Upon written notice after-the-fact, the Chair may designate one (1) or more ad hoc advisory committees, each consisting of two (2) or more directors or their alternates, to be ratified by and serve at the pleasure of the Board, and to exercise such powers as may be delegated to it, except that no ad hoc committee may:

7.2.1. take any final action on matters which, under the JPA, requires approval a majority or supermajority vote of Board;

7.2.2. amend or repeal Bylaws or adopt new Bylaws;

7.2.3. amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable;

7.2.4. appoint any other committees of the Board or the members of these committees; or

7.2.5. approve any transaction (1) to which ABAG POWER is a party and one or more directors have a material financial interest as defined in the California Government Code; or (2) between ABAG POWER and one or more of its directors or between ABAG POWER or any person in which one or more of its directors have a material financial interest.

7.3. Meetings and Action of Committees.

Meetings and action of Board and Program committees will be governed by, and held and taken in accordance with, the provisions of Sections 6.4-6.5 of these Bylaws, concerning meetings of directors, with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the Board and its members, except that the meetings of committees may be called by the Board. Minutes will be kept of each meeting of any committee and will be filed with ABAG POWER records.

ARTICLE 7A -- PROGRAMS AND PROGRAM COMMITTEES

7A.1. Programs.

The Board has the power, upon majority vote, to establish Programs within the purpose and power of ABAG POWER and to adopt general policy guidelines for their implementation. By adopting these Bylaws, the Board hereby establishes the following Programs:

7A.1.1. Natural Gas Aggregation. The program for the aggregation program natural gas (PANG) previously established by ABAG is hereby approved and ABAG POWER will assume all the duties, obligations, debts and liabilities incurred by ABAG in connection with the PANG upon ABAG POWER's receipt of written acknowledgment of such transfer from each participant in the PANG, vendor(s) and consultant(s), the California Public Utilities Commission (CPUC), the natural gas supplier, PG&E and ABAG.

7A.1.2. Electric Aggregation. ABAG POWER hereby approves an electric program for direct access through aggregation (DATA).

7A.1.3. Renewable Natural Gas Program. ABAG POWER hereby approves a Renewable Natural Gas Program to achieve reductions in greenhouse gas emissions, realize cost savings enabled by aggregated purchasing, address the recycling of organic waste, and assist participants with the promotion and use of low carbon fuels.

7A.2. General Program Guidelines.

The following guidelines apply to all programs established by ABAG POWER:

7A.2.1. Upon a two-thirds (2/3) vote, the Board will allocate ABAG's administrative fees, charges and costs among the Programs.

7A.2.2. The participants in a program will all collectively agree, in an Agreement separate from the JPA and these Bylaws, to assume all obligations, debts and liabilities incurred by ABAG POWER in connection with the formation and/or implementation of such program. Such agreement may impose joint and several liability on the participants for the program's debts, obligation and/or liabilities. However, nothing in this section requires joint and several liability.

7A.3. Program Committees.

There will be a program committee for each program. A program committee will be comprised of a number of directors equal to ten percent (10%) of the participants. Until more than one program is active, the Executive Committee will serve as the DATA Program Committee. Notwithstanding the foregoing, the Executive Committee will serve as the Program Committee to the Renewable Natural Gas Program.

ARTICLE 8 -- OFFICERS

8.1. Officers.

The officers of ABAG POWER are the Chair, Vice-Chair, President, Secretary and Chief Financial Officer/Treasurer. The Chair and Vice-Chair (elected officers) will be elected. All directors are eligible to serve as an elected officer. The Board of Directors, or the Executive Committee between meetings of the Board of Directors, will appoint a President, Chief Financial Officer and Secretary for ABAG

POWER. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer/Treasurer may serve concurrently as the President.

8.2. Election of Officers.

At the first meeting of the Board, and as necessary thereafter, nominations for the offices of Chair and Vice-Chair, will be made and seconded by a director. If more than two (2) names are nominated for any one office, balloting occurs until a nominee receives a majority of the votes cast; provided that after the first ballot the nominee receiving the fewest votes will be dropped from the balloting. Each elected officer serves a term ending on the next December 31, beginning December 31, 1998. An elected officer may succeed himself/herself and may serve any number of consecutive or non-consecutive terms.

8.3. Removal of Officers.

An elected officer may be removed, with or without cause, by a majority vote of the Board at a regular or special meeting.

8.4. Vacancies.

Any vacancy in any office because of death, resignation, removal, disqualification, or any other cause will be filled for the balance of the vacated term in the manner prescribed in these Bylaws for regular appointments to that office; provided, however, that such vacancies may be filled at any regular or special meeting of the Board.

8.5. Resignation of Officers.

In the absence of a contrary written agreement, any officer may resign at any time by giving written notice to the President or Secretary. Any resignation takes effect at the date of the receipt of that notice or at any later time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation is not necessary to make it effective.

8.6. Responsibilities of Officers.

8.6.1. Chair of the Board. The Chair of the Board presides at meetings of the Board and exercises and performs such other powers and duties as may be from time to time assigned to him/her by the Board or prescribed by the Bylaws.

8.6.2. Vice-Chair of the Board. The Vice-Chair of the Board fulfills all the duties of the Chair in his/her absence.

8.6.3. President. Subject to such supervisory powers as may be given by the Board of Directors to the Chair of the Board, the President generally supervises, directs, and controls the business and the employees of ABAG POWER. He or she has such other powers and duties as may be prescribed by the Board or the Bylaws.

8.6.4. Secretary. The Secretary will:

(i) Book of Minutes. Keep or cause to be kept, at the principal executive office or such other place as the Board may direct, a book of minutes of all meetings and actions of directors and committees of ABAG POWER, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at such meetings and the proceedings of such meetings.

(ii) Notices and Other Duties. Give, or cause to be given, notice of all meetings of the Board and Committees of ABAG POWER required by the Bylaws to be given. He or she has such other powers and perform such other duties as may be prescribed by the Board.

8.6.5. Chief Financial Officer. The Chief Financial Officer perform as follows:

(i) Books of Account. The Chief Financial Officer keeps and maintains, or causes to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of ABAG POWER, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account will be open to inspection by any director at all reasonable times.

(ii) Deposit and Disbursement of Money and Valuables. The Chief Financial Officer deposits all money and other valuables in the name and to the credit of ABAG POWER with such depositories as may be designated by the Board; disburses the funds of ABAG POWER as may be ordered by the Board; renders to the directors, whenever they request it, an account of all of his/her transactions as Financial Officer and of the financial condition of ABAG POWER; and has other powers and perform such other duties as may be prescribed by the Board or the Bylaws.

(iii) Bond. If required by the Board, the Chief Financial Officer will give ABAG POWER a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of his/her office and for restoration to ABAG POWER of all its books, papers, vouchers, money, and other property of every kind in his/her possession or under his/her control on his/her death, resignation, retirement, or removal from office.

8.7. Fees and Compensation.

The officers may receive such reimbursement of expenses as may be determined by resolution of the Board to be just and reasonable.

ARTICLE 9 -- MEMBER INDEMNITY

Each Member hereby agrees to indemnify and hold harmless all other Members to the extent any liability is found or imposed against said Member pursuant to California Government Code Section 895.2.

ARTICLE 10 -- OBLIGATIONS OF PROGRAM PARTICIPANTS

10.1. Release and Indemnification.

Program participants will indemnify and save ABAG POWER and ABAG, their respective members, directors, officers and employees of each of the foregoing harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of

10.1.1. any bond or other debt instrument or evidence of indebtedness issued by ABAG POWER to pay for any costs, fees or expenses incurred, or to be incurred, in connection with the program,

10.1.2. any breach or default on the part of the participant in the performance of any of its obligations under the program, and

10.1.3. any act or negligence of the participant or of any of its agents, contractors, servants, employees or licensees with respect to the program, except for liability arising out of the willful misconduct, gross negligence, or breach of a contractual duty by ABAG POWER or ABAG, or their members or their officers, agents, employees, successors or assigns.

10.2. Payment of Costs and Expenses.

Program Participants are required to pay any and all costs and expenses involved in or associated in any way with their particular Program. This obligation survives termination of ABAG POWER.

ARTICLE 11 -- ADMISSION, WITHDRAWAL, SUSPENSION AND EXPULSION

11.1. Conditions for Admission of a New Member.

Each applicant for membership in ABAG POWER will meet the following minimum qualifications:

11.1.1. such new Member must be a public entity in the State of California and a member or cooperating member of ABAG;

11.1.2. adopt a resolution approving entry into ABAG POWER, designating a director, authorizing the execution of the JPA, and acknowledging these Bylaws;

11.1.3. approved for admission to ABAG POWER by a vote of at least two-thirds (2/3) of the authorized directors of the Board; and

11.1.4. paid such fees, expenses and costs as may be set by the Board.

11.2. Conditions to Permitting Withdrawal of a Member.

A Member may withdraw provided that the following conditions are satisfied:

11.2.1. such Member is not in default of any of its obligations to pay any costs or fees assessed by the Board;

11.2.2. such withdrawal will not cause ABAG POWER to be in default or breach of any agreement to which it is a party, or of any bond or other evidence of indebtedness issued by ABAG POWER;

11.2.3. not later than one hundred and eighty (180) days immediately preceding the effective date of such withdrawal, such Member has provided written notice to ABAG POWER of its intent to withdraw;

11.2.4. such withdrawal is effective on June 30; and

11.2.5. at least two (2) directors will be authorized after such withdrawal. In the event fewer than two (2) directors would be authorized, said Member may not withdraw until all principal of and interest on any and all bonds and other evidences of indebtedness issued by ABAG POWER have been paid in full. Notice to withdraw is revocable by the Member if such written revocation is received by ABAG POWER no later than December 1.

11.3. Conditions to Permitting Suspension of a Member.

ABAG POWER may suspend a Member from ABAG POWER subject to the following conditions:

11.3.1. the Member is in default under the terms of the JPA, these Bylaws, any contract executed by the Member in connection with any ABAG POWER program, any bond or other evidence of indebtedness for which the Member has agreed to assume responsibility, in whole or in part; and

11.3.2. ABAG POWER has given written notice of the default described in subsection 11.3.1. to the defaulting Member; and

11.3.3. not earlier than thirty (30) days after transmittal of the notice and not later than the sixty (60) days immediately preceding the effective date of such suspension, two-thirds (2/3) of the authorized directors votes to suspend said Member.

11.4. Conditions to Permitting Expulsion of a Member.

ABAG POWER may expel a Member from ABAG POWER subject to the following conditions:

11.4.1. the Member is in default under the terms of the JPA, these Bylaws, any contract executed by the Member in connection with any ABAG POWER program, any bond or other evidence of indebtedness for which the Member has agreed to assume responsibility, in whole or in part; and

11.4.2. ABAG POWER has given written notice of the default described in subsection 11.4.1. to the defaulting Member; and

11.4.3. not earlier than thirty (30) days after transmittal of the notice and not later than the sixty (60) days immediately preceding the effective date of such expulsion, two-thirds (2/3) of the authorized directors votes to expel said Member.

ARTICLE 12 -- FEES

12.1. Membership in ABAG POWER.

No fees may be assessed to join or continue membership in ABAG POWER.

12.2. Extraordinary Costs.

In the event ABAG POWER incurs any extraordinary or unanticipated costs, including, but not limited to, legal fees and/or litigation expenses, the Members will be assessed a fee or fees on a pro-rata basis as determined by the Board necessary to pay such extraordinary or unanticipated costs. This provision survives termination of ABAG POWER and/or each Member's participation in it.

ARTICLE 13 -- ADMINISTRATIVE AGENCY

ABAG is designated in the JPA as the administrative agency for ABAG POWER. As such, ABAG will provide necessary administrative services for ABAG POWER pursuant to a service agreement.

ARTICLE 14 -- PURCHASE OF INSURANCE

In conformance with the procedures and criteria developed by it, the Board may cause ABAG POWER to purchase commercial insurance or reinsurance or terminate commercial insurance or reinsurance upon a majority vote.

ARTICLE 15 -- EVENTS OF DEFAULT AND REMEDIES

15.1. Events of Default Defined.

The following are "events of default" under the JPA and these Bylaws, and the terms "events of default" and "default" means, whenever they are used in the JPA and these Bylaws, with respect to a Member, any one or more of the following events:

15.1.1. failure by such Member to observe and perform any covenant, condition or agreement on its part to be observed or performed under the JPA, to comply with these Bylaws or to comply with a ABAG POWER program requirement (including but not limited to any contract executed by the Member in connection with any program, any bond or other evidence of indebtedness for which the Member has agreed to assume responsibility, in whole or in part) other than as referred to in clause 15.1.2. of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to such Member by ABAG POWER or the Secretary; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, ABAG POWER, or the Secretary, as the case may be, will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Member within the applicable period and diligently pursued until the default is corrected. After such an extension, failure to diligently pursue or to achieve corrective action is a separate "event of default" under this clause requiring notice but not requiring that ABAG POWER consent to any extension.

15.1.2. non-payment of any fees assessed by the Board; or

15.1.3. the filing by such Member of a case in bankruptcy, or the subjection of any right or interest of such Member under the JPA or these Bylaws to any execution, garnishment or attachment, or adjudication of such Member as a bankrupt, or assignment by such Member for the benefit of creditors, or the entry by such Member into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Member in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar act which may hereafter be enacted.

15.2. Remedies on Default.

15.2.1. Whenever any event of default referred to in subsection 15.1.1. of this Article have occurs and is continuing, it will be lawful for ABAG POWER to exercise any and all remedies available pursuant to law or granted pursuant to the JPA and these Bylaws.

15.2.2. In the event that ABAG POWER elects to expel any defaulting Member, subject to the conditions described and in the manner provided in Section 11.4 of these Bylaws, the Member nevertheless agrees to pay ABAG POWER all costs, losses or damages arising or occurring as a result of such default and termination, and administrative and legal costs incurred in noticing the default and effecting the expulsion. No such expulsion becomes effective, by operation of law or otherwise, unless

and until ABAG POWER has given written notice of such expulsion to the Member; no such expulsion will be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided; and no such expulsion terminates the obligation of the expelled Member to pay any fees assessed prior to such expulsion.

15.3. No Remedy Exclusive.

No remedy conferred herein upon or reserved to ABAG POWER is intended to be exclusive and every such remedy is cumulative and is in addition to every other remedy given under the JPA or these Bylaws, now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default impairs any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle ABAG POWER to exercise any remedy reserved to it in these Bylaws, it is not necessary to give any notice, other than such notice as may be required in these Bylaws or by law.

15.4. Agreement to Pay Attorneys' Fees and Expenses.

In the event either ABAG POWER or a Member should be in default under any of the provisions of these Bylaws and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

15.5. No Additional Waiver Implied by One Waiver.

In the event any agreement contained in the JPA and these Bylaws should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

ARTICLE 16 -- TERMINATION

16.1. Time of Termination.

ABAG POWER may be terminated upon the written consent of all of the Members if the effective termination date and such written consents are delivered to ABAG POWER and the Secretary at least sixty (60) days prior to the effective termination date provided that all principal of and interest on any and all bonds and other evidences of indebtedness issued by ABAG POWER are paid in full.

16.2. Continuing Obligations.

After the termination date, ABAG POWER will continue to be obligated to pay, or cause to be paid any amounts due for winding up its affairs, including but not limited to any litigation costs and/or extraordinary costs associated with a financing transaction. After the effective termination date, each Member has a continuing obligation to pay any fees assessed prior to the effective termination date.

16.3. Distribution of Assets.

In the event any assets remain after winding up the affairs of ABAG POWER, such sums will be distributed to the Association of Bay Area Governments.

ARTICLE 17 -- AMENDMENTS

17.1. Amendment by Directors.

Subject to the limitations set forth below, the Board may adopt, amend or repeal Bylaws. Such power is subject to the following limitations:

17.1.1. The Board may not amend a Bylaw provision fixing the authorized number of directors or the minimum and maximum number of directors.

17.1.2. If any provision of these Bylaws requires the vote of a larger proportion of directors than a simple majority, such provision may not be altered, amended or repealed except by vote of such larger number of directors.

17.1.3. The Board may not delete or amend Bylaw provisions requiring compliance with the JPA.

ARTICLE 18 -- RECORDS AND REPORTS

18.1. Maintenance of ABAG POWER Records.

ABAG POWER will keep:

18.1.1. Adequate and correct books and records of account; and

18.1.2. Minutes in written form of the proceedings of its Board, and committees of the Board.

All such records will be kept at ABAG POWER's principal executive office, or if its principal executive office is not in the State of California, at its principal business office in this state.

18.2. Inspection Rights.

18.2.1. Any Member may inspect the accounting books and records and minutes of the proceedings of the Board and committees of the Board, at any reasonable time, for a purpose reasonably related to such person's interest.

18.2.2. Any inspection and copying under this section may be made in person or by an agent or attorney or the entity entitled thereto and the right of inspection includes the right to copy and make extracts.

18.3. Maintenance and Inspection of JPA and Bylaws.

ABAG POWER will keep at its principal executive office the original or copy of the JPA and these Bylaws as amended to date, which will be open to inspection by ABAG POWER or any Member at all reasonable times during office hours.

18.4. Inspection by Directors.

Every director has the absolute right at any reasonable time to inspect all non-confidential books, records, and documents of every kind and the physical properties of ABAG POWER and each of its subsidiary

Authorities. This inspection by a director may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

18.5. Financial Report.

18.5.1. As soon as possible after the close of ABAG POWER's fiscal year, the Board will cause an annual report prepared by a Certified Public Accountant to be sent to the governing body of each Member.

18.5.2. The report required by this section will be accompanied by any report thereon of independent accountants, or, if there is no such report, by the certificate of an authorized officer of ABAG POWER that such statements were prepared without audit from the books and records of ABAG POWER.

18.6. Fiscal Year.

ABAG POWER's fiscal year is July 1 to June 30.

ARTICLE 19 -- CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Civil Code will govern the construction of these Bylaws. Without limiting the generality of the above, the term "person" includes both ABAG POWER and a natural person and any capitalized term not defined in these Bylaws will have the meaning ascribed to it in the JPA.

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Certificated Personnel Actions

MEETING DATE: April 10, 2024

FROM: Molly Parks, Assistant Superintendent of Human Resources

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the certificated personnel actions as submitted.

BACKGROUND:

The attached certificated personnel actions are submitted in accordance with District policy, California Education Code and the negotiated contract.

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

Goal #1: All SCCS 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.

2024-2025 APPOINTMENTS

Oswaldo Diaz, 1.0 Spanish Teacher at Santa Cruz High. Oswaldo's education background includes a BA in Spanish and Linguistics from UC Santa Cruz and an MA in Spanish from Middlebury Institute of International Studies (Monterey, CA). He holds a Clear Single Subject Teaching Credential for Foreign Language: Spanish and English and an English Learners Authorization. Oswaldo has nine years of teaching experience and his status is Probationary 1.

Julia Riley, 1.0 Special Day Class Teacher at Westlake Elementary. Julia's education background includes a BA and MA in Music from New York University and an MS in Special Education from Cal Poly San Luis Obispo. She holds a Preliminary Education Specialist Instruction Credential for Mild to Moderate Disabilities, an Autism Spectrum Disorder Authorization, and an English Learners Authorization. Julia has two years of teaching experience, and her status is Probationary 1.

2023-2024 EXTRA WORK ASSIGNMENTS

Karen Aldridge, Teen Talk Professional Development, Special Education, 2/16/24-3/15/24, not to exceed 4 hours

Erin Asamoto, Bay View Computer Science Family Night and Planning, Learning & Achievement, 2/16/24-3/15/24, not to exceed 4 hours

Julia Baginski, How to Respond to Bias and Racism in the Classroom Training, Learning & Achievement, 2/16/24-3/15/24, not to exceed 2 hours

Daniel Bickham, Outdoor Science School Planning/Info Night, Gault Elementary, 2/16/24-3/15/24, not to exceed 2 hours

Daniel Bickham, Outdoor Science Camp, Gault Elementary, 5/7/24-5/15/24, \$833 stipend

Lana Boyovich, Substitute School Nurse, Student Services, 3/16/24-5/31/24, not to exceed 150 hours

Erin Brandon, How to Respond to Bias and Racism in the Classroom Training, Learning & Achievement, 2/16/24-3/15/24, not to exceed 2 hours

Jessica Brooks, How to Respond to Bias and Racism in the Classroom Training, Learning & Achievement, 2/16/24-3/15/24, not to exceed 2 hours

Chrisa Burr, Reporting & Assessment Team, Learning & Achievement, 1/16/24-5/15/24, not to exceed 6 hours

2023-2024 EXTRA WORK ASSIGNMENTS (continued)

Kali Campbell, How to Respond to Bias and Racism in the Classroom Training, Learning & Achievement, 2/16/24-3/15/24, not to exceed 2 hours

Cybele Candau, How to Respond to Bias and Racism in the Classroom Training, Learning & Achievement, 2/16/24-3/15/24, not to exceed 2 hours

Alyssa Cardenas, Reporting & Assessment Team, Learning & Achievement, 1/16/24-5/15/24, not to exceed 6 hours

Adam Carter, How to Respond to Bias and Racism in the Classroom Training, Learning & Achievement, 2/16/24-3/15/24, not to exceed 2 hours

Joaquin Castillo, Supervising Intern Psychologist, Special Education, 3/16/24-6/15/24, not to exceed 70 hours

Katharine Chaput, Bay View Computer Science Family Night and Planning, Learning & Achievement, 2/16/24-3/15/24, not to exceed 4 hours

Katherine Chaput, Reporting & Assessment Team, Learning & Achievement, 1/16/24-5/15/24, not to exceed 6 hours

Dana Cooper, Additional RTI Coordinator hours, Mission Hill Middle, 2/16/24-4/15/24, not to exceed 40 hours

Amanda Conger, Reporting & Assessment Team, Learning & Achievement, 1/16/24-5/15/24, not to exceed 6 hours

Sarah Corbin, How to Respond to Bias and Racism in the Classroom Training, Learning & Achievement, 2/16/24-3/15/24, not to exceed 2 hours

Sarah Corbin, Supervising CSUMB Field Trip, Mission Hill Middle, 3/16/24-4/15/24, not to exceed 3 hours

Rachel Diaz, How to Respond to Bias and Racism in the Classroom Training, Learning & Achievement, 2/16/24-3/15/24, not to exceed 2 hours

Shelby Dong, Bay View Computer Science Family Night and Planning, Learning & Achievement, 2/16/24-3/15/24, not to exceed 4 hours

David Ezroj, Reporting & Assessment Team, Learning & Achievement, 1/16/24-5/15/24, not to exceed 6 hours

2023-2024 EXTRA WORK ASSIGNMENTS (continued)

David Ezroj, How to Respond to Bias and Racism in the Classroom Training, Learning & Achievement, 2/16/24-3/15/24, not to exceed 2 hours

Christina Fairbairn, AVID Field Trip, Mission Hill Middle, 2/16/24-3/15/24, not to exceed 3 hours

Karen Fitzsimmons, Reporting & Assessment Team, Learning & Achievement, 1/16/24-5/15/24, not to exceed 6 hours

Teresa Gaims, PLCs, Harbor High, 2/16/24-6/15/24, not to exceed 8 hours

Elizabeth Gentile, Spring Musical Choreography, Santa Cruz High, 1/16/24-5/15/24, \$1,400 stipend

Sara Goldfarb, How to Respond to Bias and Racism in the Classroom Training, Learning & Achievement, 2/16/24-3/15/24, not to exceed 2 hours

Mara Guzman, How to Respond to Bias and Racism in the Classroom Training, Learning & Achievement, 2/16/24-3/15/24, not to exceed 2 hours

Rhea Hadzis, How to Respond to Bias and Racism in the Classroom Training, Learning & Achievement, 2/16/24-3/15/24, not to exceed 2 hours

Walsh Hart, Art Enrichment Provider, Branciforte Middle School, 2/16/24-5/31/24, not to exceed 25 hours

Walsh Hart, How to Respond to Bias and Racism in the Classroom Training, Learning & Achievement, 2/16/24-3/15/24, not to exceed 2 hours

Justine Howell, Reporting & Assessment Team, Learning & Achievement, 1/16/24-5/15/24, not to exceed 6 hours

Maritza Jimenez, Reporting & Assessment Team, Learning & Achievement, 1/16/24-5/15/24, not to exceed 6 hours

Jennifer Johnston, Bay View Computer Science Family Night and Planning, Learning & Achievement, 2/16/24-3/15/24, not to exceed 4 hours

David Kline, How to Respond to Bias and Racism in the Classroom Training, Learning & Achievement, 2/16/24-3/15/24, not to exceed 2 hours

2023-2024 EXTRA WORK ASSIGNMENTS (continued)

Deborah Langley, Secondary ELPAC Training, Learning & Achievement, 12/16/23-3/15/24, not to exceed 12 hours

Russell Leal, Secondary ELPAC Training, Learning & Achievement, 12/16/23-3/15/24, not to exceed 12 hours

Valerie Leal, Secondary ELPAC Training, Learning & Achievement, 12/16/23-3/15/24, not to exceed 12 hours

Erica LeBlanc, Reporting & Assessment Team, Learning & Achievement, 1/16/24-5/15/24, not to exceed 6 hours

Barney Levy, AI Training, Soquel High, 2/16/24-3/15/24, not to exceed 2 hours

Barbara Lawrence, Bay View Computer Science Family Night and Planning, Learning & Achievement, 2/16/24-3/15/24, not to exceed 4 hours

Hailee Lawton, Bay View Computer Science Family Night and Planning, Learning & Achievement, 2/16/24-3/15/24, not to exceed 4 hours

Hailee Lawton, Reporting & Assessment Team, Learning & Achievement, 1/16/24-5/15/24, not to exceed 6 hours

Kimberly Lenz, Supervising Student IB Essays, Harbor High, 3/16/24-5/15/24, \$2,000 stipend

Jennie Long, Bay View Computer Science Family Night and Planning, Learning & Achievement, 2/16/24-3/15/24, not to exceed 4 hours

Marc Lucadano, CTE Meetings, Learning & Achievement, 2/16/24-6/15/24, not to exceed 6 hours

Mark Madrigal-Avila, How to Respond to Bias and Racism in the Classroom Training, Learning & Achievement, 2/16/24-3/15/24, not to exceed 2 hours

Anna Maguire, How to Respond to Bias and Racism in the Classroom Training, Learning & Achievement, 2/16/24-3/15/24, not to exceed 2 hours

Tatiana Miller, Reporting & Assessment Team, Learning & Achievement, 1/16/24-5/15/24, not to exceed 6 hours

Melissa Morales-McGibben, How to Respond to Bias and Racism in the Classroom Training, Learning & Achievement, 2/16/24-3/15/24, not to exceed 2 hours

2023-2024 EXTRA WORK ASSIGNMENTS (continued)

Morgan Moyer, Reporting & Assessment Team, Learning & Achievement, 1/16/24-5/15/24, not to exceed 6 hours

Madison Nabors, Secondary ELPAC Training, Learning & Achievement, 12/16/23-3/15/24, not to exceed 12 hours

Rachel Paul, TK/K Parent Info Night, DeLaveaga Elementary, 2/16/24-3/15/24, not to exceed 2 hours

Rachel Paul, Reporting & Assessment Team, Learning & Achievement, 1/16/24-5/15/24, not to exceed 6 hours

Jana Peale, How to Respond to Bias and Racism in the Classroom Training, Learning & Achievement, 2/16/24-3/15/24, not to exceed 2 hours

Jana Peale, Targeted Intervention Support, Branciforte Middle, 2/16/24-5/31/24, not to exceed 15 hours

Nehal Pfeiffer, CTE Mentoring & Training, Learning & Achievement, 2/16/24-6/15/24, not to exceed 10 hours

April Porterfield, Bay View Computer Science Family Night and Planning, Learning & Achievement, 2/16/24-3/15/24, not to exceed 4 hours

Eva Quevedo, Reporting & Assessment Team, Learning & Achievement, 1/16/24-5/15/24, not to exceed 6 hours

Keegan Rothwell, Mural Development Enrichment Provider, Branciforte Small Schools, 3/16/24-6/15/24, not to exceed 16 hours

Stacy Saady, Addressing Antisemitism in School Training, Learning & Achievement, 1/16/24-2/15/24, not to exceed 2 hours

Stacy Saady, Learning for Justice Training, Learning & Achievement, 1/16/24-2/15/24, not to exceed 2 hours

Stacy Saady, Reframing Modern World History Training, Learning & Achievement, 1/16/24-6/30/24, not to exceed 6 hours

Nadine Said, How to Respond to Bias and Racism in the Classroom Training, Learning & Achievement, 2/16/24-3/15/24, not to exceed 2 hours

2023-2024 EXTRA WORK ASSIGNMENTS (continued)

Steve Salas, Outdoor Science School Planning/Info Night, Gault Elementary, 2/16/24-3/15/24, not to exceed 2 hours

Steve Salas, Outdoor Science Camp, Gault Elementary, 5/7/24-5/15/24, \$833 stipend

Nancy Sapunor, Reporting & Assessment Team, Learning & Achievement, 1/16/24-5/15/24, not to exceed 6 hours

Katy Scowcroft, Computer Science Integration Training, Learning & Achievement, 2/16/24-6/15/24, not to exceed 10 hours

Jeffrey Singson, Targeted Intervention Support, Branciforte Middle, 2/16/24-5/31/24, not to exceed 15 hours

Jorge Torrez, Spring Musical Director, Santa Cruz High, 1/16/24-5/15/24, \$1,400 stipend

Jorge Torrez, Spring Musical Director, Soquel High, 1/16/24-5/15/24, \$1,200 stipend

Shannon Tracy, IB Essay Mentor, Harbor High, 1/16/24-6/15/24, not to exceed 5 hours

David Tremblay, How to Respond to Bias and Racism in the Classroom Training, Learning & Achievement, 2/16/24-3/15/24, not to exceed 2 hours

Dylan Vahradian, Reporting & Assessment Team, Learning & Achievement, 1/16/24-5/15/24, not to exceed 6 hours

Lani White, TK/K Parent Info Night, DeLaveaga Elementary, 2/16/24-3/15/24, not to exceed 2 hours

Larkin Wilson, IB Essay Mentor, Harbor High, 1/16/24-6/15/24, not to exceed 5 hours

Seth Wilson, AFE Film Enrichment Provider, Branciforte Small Schools, 3/16/24-6/15/24, not to exceed 12 hours

Sarah Wolfson, Bay View Computer Science Family Night and Planning, Learning & Achievement, 2/16/24-3/15/24, not to exceed 4 hours

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Classified Personnel Actions

MEETING DATE: April 10, 2024

FROM: Molly Parks, Asst. Superintendent, Human Resources

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the classified personnel actions as submitted.

BACKGROUND:

The attached lists of classified personnel actions are submitted in accordance with the District, SCCCE Agreement and the Merit Rules.

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

Goal #1: All SCCS 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.

CLASSIFIED EMPLOYEE ACTIONS

Reviewed by Director-Classified Personnel: *Keneé Houser 3/25/24*

• Employment Actions Concerning Regular Assignments •

Probationary (New Hires or Temporary Employees Made Regular):

Aguirre, Kaya, Paraeducator-Sped - MHMS, 3 hrs/9 mos, effective 4/8/24

Alvarado, Sarina, Behavior Technician-Sped - BV, 7 hrs/9 mos, effective 3/25/24

Tujague, Sam, Paraeducator-Sped - WL, 5 hrs/9 mos, effective 4/8/24.

Decrease Hours/Months:

Melendez, Cesar, Paraeducator-Academic Intervention - DL, from 3 hrs/9 mos to 2.6 hrs/9 mos, effective 4/8/24

Increase Hours/Months:

Duran, Xzicli, Behavior Technician-Sped - BV, from 6.2 hrs/9 mos to 7 hrs/9 mos, effective 3/25/24

McInnis, Lauren, Mental Health Specialist - Sped, from 6.4 hrs/10 mos to 8 hrs/10 mos, effective 7/1/2024

Prieto, Jocelyn, Behavior Technician-Sped - BMS, from 5.2 hrs/9 mos to 7 hrs/9 mos, effective 1/10/24

Promotion:

Gonzalez, Alyssa, Paraeducator-Sped - GA, 5 hrs/9 mos, effective 5/31/24

Hernandez Munoz, Erick, from Yard Duty Supervisor - BV, 1.6 hrs/9 mos to Paraeducator-After School - BV, 3.9 hrs/9 mos, effective 3/25/24

Reber, Maya, Paraeducator - BSS, 3.7 hrs/9 mos, effective 5/31/24

Resign Position (still in other position):

Hernandez Munoz, Erick, Yard Duty Monitor - BV, 1.6 hrs/9 mos, effective 3/13/24

Khazvand, Shima, Paraeducator-Sped - BV, 5 hrs/9 mos, effective 3/25/24

Separation from Service:

Bachman, Isabella, Paraeducator-Academic Intervention - GA, 3.9 hrs/9 mos, effective 5/31/24

Baker, Brooklyn, Paraeducator-Sped - BV, 3 hrs/9 mos, effective 3/13/24

Favorite, Amanda, Paraeducator-Sped - BV, 3.9 hrs/9 mos, effective 3/30/24

AGENDA ITEM: 8.3.3.2

Gonzalez-Macias, Juan, Night Custodian - SCHS, 8 hrs/12 mos, effective 4/1/24
Khazvand, Shima, Paraeducator-After School - BV, 3.9 hrs/9 mos, effective 3/11/24
Kiernan, Megan, Paraeducator-Academic Intervention - GA, 3 hrs/9 mos, effective 5/31/24
Melendez, Cesar, Paraeducator-Academic Intervention - DL, 2.6 hrs/9 mos, effective 5/31/24
Moreno, Eddie, Behavior Technician-PBIS - GA, 7 hrs/9 mos, effective 5/31/24
Parks, Lucy, Behavior Technician-PBIS - GA, 7 hrs/9 mos, effective 5/31/24
Rogers, Nathan, Paraeducator-Academic Intervention - HHS, 3.9 hrs/9 mos, effective 5/31/24
Sorber, Madeline, Paraeducator-Academic Intervention - GA, 3 hrs/9 mos, effective 5/31/24

• **Short Term (not to exceed 126 days) and Substitutes** •

New Substitute and Short Term Employees:

Sedano, Miguel, Paraeducator-Sped - various, effective 3/19/24

Existing Substitute and Short Term Employees:

Acosta-Marquez, Kinan, Night Custodian - M/O, not to exceed 8 hrs, 2/16 - 3/15/24
Chu, Nathan, Paraeducator-TK, not to exceed 20 hrs, 2/16 - 6/15/24
Flores, Elliot, Night Custodian - BV, not to exceed 24 hrs, 3/8 - 3/15/24
Flores, Elliot, Night Custodian - SCHS, not to exceed 30 hrs, 2/16 - 6/15/24
Flores, Elliot, Night Custodian - SHS, not to exceed 60 hrs, 1/16 - 6/30/24
Gullen Perez, Luis, Night Custodian - SCHS, not to exceed 25 hrs, 3/16 - 6/1/24
Hamrouni, Zina, Paraeducator-Sped - WL, not to exceed 104 hrs, 2/16 - 5/15/24
Kern, Kim, Paraeducator-Academic Intervention - BV, not to exceed 1 hr, 2/28 - 3/29/24
Manako, Annie, Paraeducator - BV, not to exceed 250 hrs, 2/16 - 5/30/24
McArthur, Deborah, Instructional Specialist-Life Lab - BMS, not to exceed 141 hrs, 2/16 - 6/30/24
Navarro Ortiz, Melissa, Paraeducator-Sped - WL, not to exceed 30 hrs, 2/16 - 6/15/24
Navarro Ortiz, Melissa, Paraeducator-TK - WL, not to exceed 45 hrs, 2/16 - 6/15/24
Ortiz Flores, Elliot, Day Custodian - DL, not to exceed 88 hrs, 2/16 - 6/15/24
Ortiz Pantoja, Julian, Night Custodian - DL, not to exceed 40 hrs, 2/16 - 6/16/24
Rodas de Madrid, Mirna, Night Custodian - BMS, not to exceed 80 hrs, 3/16 - 6/30/24
Ronning, Linda, Paraeducator - DL, not to exceed 20 hrs, 2/16 - 3/15/24
Thrasher, Hayley, Behavior Technician-Sped - BV, not to exceed 108 hrs, 1/16 - 3/15/24

Regular Employees (Extra Hours, Short Term Assignments, or Substitute Assignments):

Bachman, Isabella, ELPAC Proctor - GA, not to exceed 18 hrs, 2/16 - 6/15/24
Branoff, Stuart, ELPAC Proctor - BV, not to exceed 95 hrs, 2/16 - 5/30/24
Byrd, Sierra, Library Media Assistant - SCHS, \$2,000 stipend for role as Peer Tutor Coordinator, 8/15/23 - 6/15/24
Camberos Rosas, Maria, Yard Duty Monitor - BV, not to exceed 3 hrs, 2/28 - 3/29/24
Cardoza Marin, Julio, Night Custodian - M/O, not to exceed 2 hrs, 2/16 - 3/15/24
Carmichael, Catherine, Childcare - WL, not to exceed 45 hrs, 2/16 - 6/15/24
Castaneda, Frances, School Bus Driver - TR, not to exceed 30 hrs, 3/14 - 6/15/24
Castillo-Musante, Carolyn, ELPAC Proctor - GA, not to exceed 15 hrs, 2/16 - 6/15/24
Cirillo, Rika, Paraeducator-After School - BV, not to exceed 3 hrs, 2/28 - 3/29/24
Cuevas Gomez, Jose Antonio, School Bus Driver - TR, not to exceed 6 hrs, 2/16 - 3/15/24
Dew, Christopher, Playground/Recess Coach - BV, not to exceed 55 hrs, 1/16 - 3/15/24
Favorite, Amanda, Paraeducator-Sped - SP, not to exceed 100 hrs, 1/16 - 6/15/24
Henderson, Jesse, Yard Duty Monitor - WL, not to exceed 25 hrs, 2/16 - 6/15/24
Hernandez Munoz, Erick, Playground/Recess Coach - BV, not to exceed 55 hrs, 2/21 - 3/22/24
Hernandez Munoz, Erick, Yard Duty Monitor - BV, not to exceed 43 hrs, 2/13 - 5/30/24
Khazvand, Shima, Paraeducator-After School - BV, not to exceed 15 hrs, 3/11 - 5/30/24
Khazvand, Shima, Paraeducator-Sped - BV, not to exceed 25 hrs, 3/11 - 4/15/24
Kiernan, Megan, ELPAC Proctor - GA, not to exceed 20 hrs, 2/16 - 6/15/24
Lanoue, Kira, Paraeducator-Sped - SP, not to exceed 20 hrs, 1/16 - 6/15/24
Layne, Sean, School Bus Driver - TR, not to exceed 16 hrs, 2/16 - 3/15/24
Leano Venegas, Gloria, Childcare - DL, not to exceed 15 hrs, 2/16 - 6/15/24
Leano Venegas, Gloria, Childcare - StuSvc, not to exceed 21 hrs, 2/27 - 5/30/24
Leos Cruz, Janessa, Office Assistant - DL, not to exceed 4 hrs, 2/16 - 6/15/24
Long, Michael, FSW II - FS, not to exceed 6 hrs, $\frac{3}{4}$ - 6/15/24
Lopez, Teodoro, Day Custodian - M/O, not to exceed 8 hrs, 2/16 - 3/15/24
Rodas de Madrid, Mirna, Night Custodian - SHS, not to exceed 25 hrs, 1/16 - 6/30/24
Saady, Avihay, Assistant Warehouse Worker - FS, not to exceed 35 hrs, 3/1 - 6/15/24
Sanchez Ortega, Martin, Day Custodian - DL, not to exceed 12 hrs, 2/16 - 3/15/24
Serna Castaneda, Jessica, Parent/Community Support Coordinator - Stu Svc, not to exceed 27 hrs, 3/13 - 5/31/24
Sihler, Kris, Instructor/Lead School Bus Driver - TR, not to exceed 20 hrs, 2/16 - 3/15/24

AGENDA ITEM: 8.3.3.2

Sorber, Madeline, ELPAC Proctor - GA, not to exceed 18 hrs, 2/16 - 6/15/24

Watson, Nicholas, Education Technology Specialist - StuSvc, not to exceed 12 hrs, 2/27 - 4/26/24

Wofford, Klorissa, Campus Safety Supervisor - BMS, not to exceed 24 hrs, 2/16 - 5/31/24

Woods, Emily, Yard Duty Monitor - BV, not to exceed 3 hrs, 2/28 - 3/29/24

Zamarripa, Montserrad, Paraeducator-After School - GA, not to exceed 20 hrs, 3/16 - 6/15/24

Zamarripa, Montserrad, Paraeducator-TK - GA, not to exceed 7 hrs, 2/16 - 3/15/24

Retired (Short Term Assignments, or Substitute Assignments):

Clark, Hermanita, Campus Safety Supervisor - SCHS, not to exceed 4 hrs, 2/16 - 3/15/24

Della Mora, Ebby, Office Assistant-DO - HR, not to exceed 50 hrs, 2/16 - 6/30/24

• **Eligibility Lists Established** •

Project Manager-Construction & Facilities

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Nonpublic Agency: Epic Special Education Staffing

MEETING DATE: April 10, 2024

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Ratify the attached Nonpublic Agency contract for services through the 2023-2024 regular school year.

BACKGROUND:

This contract for Epic Special Education Staffing will provide Intensive Individualized Services (one-to-one) assistance for one student as per their IEP. In order to provide continuity of new services required by the IEP, Epic Staffing initiated support prior to board approval. *Due to the confidentiality regulations that protect the identity of students with disabilities, the student names have been omitted.*

Service period: March 8, 2023 - June 30, 2024.

FISCAL IMPACT:

Not to exceed \$31,500 Special Education (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.

Prepared by Stacy O'Farrell, Director of Special Education

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2023-2024

MASTER CONTRACT
**GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES**
SANTA CRUZ CITY SCHOOLS

LEA

Contract Year 2023-2024

Nonpublic School
X Nonpublic Agency

Type of Contract:

X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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EXHIBIT A: RATES
EXHIBIT B:
INDIVIDUAL SERVICES
AGREEMENT

2023-2024

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: SANTA CRUZ CITY SCHOOLS

**NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:
Epic Special Education Staffing**

**NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT**

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on March 13, 2024, between SANTA CRUZ CITY SCHOOLS, hereinafter referred to as the local educational agency (“LEA”), a member of the NSCC SELPA and Epic Special Education Staffing (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider’s license, certification, and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of

this Master Contract. Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from March 13, 2024 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be

provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the

parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,

- ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
- iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,
- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term “days” means calendar days unless otherwise specified.
- h. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term “Master Contract” also means “Contract” and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by LEA as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, LEA shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, “records” shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and

expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

LEA shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) business working days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all

documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) business working days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. Injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate

of insurance shall include a ten (10) day non-renewal notice provision. The Commercial General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.

- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.
- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to

provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free “scholarship” basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”) of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student’s IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student’s IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, LEA shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student’s enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student’s IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student’s parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student’s parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student’s parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student’s receipt of special education and/or related services as specified in the student’s IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq.*

When CONTRACTOR is a NPS, CONTRACTOR’s general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA’s standards regarding the particular course of study

and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the

LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the

Fitness Gram, , the English Language Proficiency Assessments for California (“ELPAC”), the Alternative English Language Proficiency Assessments for California (“Alternative ELPAC”), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR’S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and it’s implementing regulations. If the IEP team determines that a student’s behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan (“BIP”), the IEP team may conclude it is sufficient to address the student’s behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR’s pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies

require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP

meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any

complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal

regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

43. MONITORING

When CONTRACTOR is an NPS, the LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching

staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related

services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)).

CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR.

CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 *et seq.* when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: Clinician's

name, discipline, hourly rate, and hours worked. CONTRACTOR will provide a weekly timecard for approval which will include additional details surrounding their work & duties for the days.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount

of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned

class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student’s IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student’s unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student’s attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student’s attendance does not qualify for Average Daily Attendance (“ADA”) reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR’s service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR’s service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student’s absence. LEA will be responsible for the payment of services when a student is absent. When the student is absent, the LEA may reassign nonpublic agency staff with preference given to the same physical site as appropriate.

A cancellation fee equal to the scheduled hours for any shift cancelled is payable to CONTRACTOR for all cancellations made with notice less than twenty (20) business days. For assignments CONTRACTOR must be granted at least forty (40) hours per week of work (unless the LEA’S full time business schedule is only thirty-five (35) hours per week, or (37.5) thirty-seven and a half hours per week).

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.

- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA

shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

64. DEBARMENT CERTIFICATION

CONVERSIONS If the Client, after evaluating the performance and potential of an Associate on the job, desires to employ the Associate directly, the Client agrees to abide by certain restrictions and to pay any applicable “Conversion Fee” as provided hereinbelow. The Conversion Fee, if applicable, is payable if the Client hires an assigned Associate, regardless of the employment classification on either a full time, temporary (including temporary assignments through another agency) or consulting basis within twelve (12) months after the last day of such Associate’s assignment hereunder. The Client acknowledges that a Conversion Fee, if applicable, is also payable if the assigned Associate is hired by a subsidiary or other related company or business of the Client. The Client may elect to hire any Associate subject to payment of a fee equal to thirty-five percent (35%) of the Associate’s annual total compensation, including bonuses (the “Conversion Fee”). The Client will pay the Conversion Fee to ESES within 30 days of billing. In order for an Associate to be hired as the Client’s employee, the Client must have a zero balance on all outstanding invoices. The foregoing hiring restriction and Conversion Fee obligations shall survive until one (1) year after the last date of service by the subject Associate at the Client’s facility. ESES agrees to waive its right to a Conversion Fee after an Associate has completed 2,700+ contracted 31 32 hours with Client. The Client shall provide ESES thirty (30) days prior written notice of its intention to offer employment to any Associate and shall immediately confirm in writing when it has extended the offer (in writing, verbally or otherwise), and when the ESES Associate accepts the offer (in writing, verbally, or otherwise). ESES will bill Client for the Conversion Fee after the ESES Associate accepts Client’s offer. Conversion payment must be paid in full and have no outstanding balances prior to the Associate’s scheduled first day as a district hire.

65. ELECTRONIC TIMEKEEPING

Electronic timekeeping will be provided to the Client on a weekly basis. ESES will use commercially reasonable efforts to obtain signed time cards from Client. Signed time cards are for approval to process and bill. By signing this Agreement, Client acknowledges that all hours worked by the contractor will be billed to Client’s district to be paid in full in accordance with the agreed upon payment terms. A rejected timecard will be subject for review by ESES, Associate, and Client.

CONTRACTOR

LEA

Nonpublic School/Agency

SANTA CRUZ CITY SCHOOLS

LEA Name

By: _____
Signature Date

By: _____
Signature Date

Name and Title of Authorized Representative

KRIS MUNRO, SUPERINTENDENT

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:	Notices to LEA shall be addressed to:
Name and Title	Name and Title Stacy O’Farrell, Director - Special Education
Nonpublic School/Agency/Related Service Provider	LEA Santa Cruz City Schools

Address	Address 131 Mission Street, Suite 100
City State Zip	City State Zip Santa Cruz CA 95060
Phone Fax	Phone Fax (831) 429-3410 x 48201
Email	Email sofarrell@sccs.net
	Additional LEA Notification (Required if completed)
	Name and Title Josie Goettel- Administrative Assistant
	Address 131 Mission Street, Suite 100
	City State Zip Santa Cruz CA 95060
	Phone Fax (831) 429-3410 x 48201
	Email josiegoettel@sccs.net

EXHIBIT A: 2023-2024 RATES

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Contract: Annual: Teachers Pay Teachers for Branciforte Middle School

MEETING DATE: April 10, 2024

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Teacher Synergy LLC - Teachers Pay Teachers full school access contract for Branciforte Middle School for one calendar year.

BACKGROUND:

Teachers Pay Teachers is a platform created by teachers, for teachers, to access education content and tools to supplement their curriculum. Teachers Pay Teachers provides a marketplace for teachers to exchange instructional materials and access easy-to-use digital tools. Teachers Pay Teachers possesses a catalog of over 5 million pieces of educator-created content. Each resource on Teachers Pay Teachers is created by a Teacher-Author and is tailored to a unique need or niche.

Instructional priorities that Teachers Pay Teachers School Access can help support:

- Accelerating learning, supporting differentiation, and increasing student engagement
- Supporting teacher choice by giving them access to a catalog of 4 million+ educator-created and teacher-trusted PreK-12 resources
- Providing ready-to-use digital content and giving teachers access to digital activities and assessment tools with the Easel Program by Teachers Pay Teachers.

Many Branciforte teachers have been using Teachers Pay Teachers for many years, paying for their curriculum and resources out of their own pocket. A schoolwide access contract will shift funding from teachers to district funding.

FISCAL IMPACT:

\$4,125 Title 1 (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.

AGENDA ITEM: 8.4.1.2



Company: Teacher Synergy LLC
Send Purchase Order to:
 Attn: School Purchasing Department
 PO Box 1411
 New York, NY 10276

Date Issued: 02/14/2024
Expiration Date: 03/01/2024

Send Payment to:
 Teacher Synergy LLC
 75 Remittance Drive – Department 6759
 Chicago, IL 60675-6759

SUBSCRIBER DETAILS:

Customer: Branciforte Middle School
 315 POPLAR AVE
 SANTA CRUZ, CALIFORNIA, 95062

Sales Representative	TpT Quote ID
Eva Fine eva@teacherspayteachers.com	Q041433

Account Contact:

Name: Debbi Puente
 Email Address: debbipuente@sccs.net

Invoicing Contact:

Name: Debbi Puente
 Email Address: debbipuente@sccs.net

SUBSCRIPTION DETAILS:

USERS	SERVICE TERM(S)
Up to 30	Start Date: 03/01/2024 End Date: 02/28/2025 Months: 12

SERVICE	FEE
400 Resource Licenses Per Year + Easel + Flex Catalog	4,125.00

ADDITIONAL SERVICES:

SERVICE	LIST PRICE	DISCOUNT	PRICE
Professional Development	\$500	100%	\$0



School Access™

QUOTE

PAYMENT TERMS:

Payment Due	Net 30 (from invoice date)
Payment Frequency*	Up Front/ Annual
Payment Method	Check
Currency	USD


*If Payment Frequency is Annual, each Term will be billed separately. Fees for the applicable Term will be invoiced at the start of the Term.

SUBTOTAL	4,125.00
Estimated Tax*	Tax Exempt
TOTAL	\$4125

*Sales tax ultimately charged may differ. The final sales tax amount will be calculated when an invoice is created.

Directions: If you need to reference a purchase order for this order, you can write the PO # in the box to the right and submit your signed PO with this signed Quote.

Purchase Order # (if applicable, for reference only)



Authorized Signature

Name: Debhi Puentes

Title: Principal

Date: 2/27/24

Terms & Conditions:

This Quote and your use of the TpT School Access Services is governed by our TpT School Access Subscription Terms ("Terms") found at the following URL: <http://bit.ly/TpTSchoolAccessTerms> which Terms are incorporated by reference into this Quote and together with this Quote and any incorporated policies (such as our Privacy Policies) form the "Agreement". The Subscription Term length is indicated above by the number of months listed in the Service Term table herein. If this is a purchase of a multi-year Subscription, the Subscription will be represented as a multiple of 12 month Terms as indicated (the "Subscription Commitment"), where access to the TpT School Access Platform renews every 12 months (for the number of users and the number of Resource Licenses designated herein) for the number of 12 month Subscription Terms indicated. The Platform Fee covers standard platform features currently available. TPT may introduce additional features available at an additional cost during the course of Subscription Commitment that Customer may be able to purchase by executing a Quote for such additional services and paying applicable fees. By signing this Quote, Customer agrees to be bound by the Agreement and the individual signing represents and warrants that he or she is authorized to bind Customer to the Agreement. Customer acknowledges and agrees that any reference to a purchase order in this Quote or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of Services to Customer following any issuance of a purchase order shall be deemed as Company's acknowledgement of or agreement to any terms or conditions associated with any such purchase order or in any way be deemed to modify, alter, supersede or supplement the Agreement. The terms and conditions of the Agreement are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions shall be binding upon Company or otherwise have any force or effect.

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Contract: Annual Renewal: Code High School Renewal

MEETING DATE: April 10, 2024

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the attached agreement for Code High School for Harbor, Santa Cruz, and Soquel High Schools.

BACKGROUND:

Code High School is the computer science curriculum software that high school students use in their introduction to Computer Science and Advanced Placement Computer Science courses at Harbor, Santa Cruz, and Soquel High School. This particular curriculum software allows students a wide range of coding opportunities, from basic to complex including design, code, test, and execution of programs that correspond to a set of qualifications. It will also allow students to design, develop, publish, and present products (e.g. web pages, mobile apps, animations). This particular curriculum has been used for the past six school years, and computer science teachers continue to give positive feedback regarding the curriculum meeting student and course needs.

FISCAL IMPACT:

\$8,400 Lottery

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

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



CodeHS Order Form

Contract #18412
Customer: Santa Cruz City High
ATTN: Julia Hodges
Santa Cruz City Schools
Santa Cruz, CA 95062

Order Summary

Start Date	07/01/2024	Total Amount	\$8,400.00
End Date	06/30/2025	Billing Frequency	Annual
Term	12 months	Payment Method	Check, Bank Transfer
Payment Terms	Net 30	Auto Renewal	No
Currency	USD	Integrations	None

Pricing Summary

Items	Start Date	End Date	Quantity	Price	Total Price
Pro Teacher License HS (Starter) - Limit 30 Students	07/01/2024	06/30/2025	2	\$2,730.00	\$5,460.00
Pro Teacher License HS (Starter) - Limit 40 Students	07/01/2024	06/30/2025	1	\$2,940.00	\$2,940.00
Total					\$8,400.00

Total fee under this Order Form: \$8,400.00

Prepared By: Eric Austin

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Memorandum of Understanding: Revision: CTE Magnets

MEETING DATE: April 10, 2024

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the updated Career Technical Education Magnet Class Memorandum of Understanding for each of the following partner districts:

- SCCS (Receiving District) & San Lorenzo Valley Unified School District (Sending District)
- SCCS (Receiving District) & Scotts Valley Unified School District (Sending District)
- SCCS (Receiving District) & Santa Cruz County Office of Education (Sending District)
- Santa Cruz County Office of Education (Receiving District) & SCCS (Sending District)

BACKGROUND:

The Career Technical Education Magnet Class Memorandum of Understanding was previously sent to the board on November 8th. The previous agreement had our district (the receiving district) charging sending districts \$1,200 per participating student. This should have been \$1,100 per participating student. The agreements have been updated to reflect this.

San Lorenzo Valley Unified School District, Scotts Valley Unified School District, and the Santa Cruz County Office of Education have all agreed, as detailed in the MOUs, to allow students from other districts to participate in Career and Technical Education programs that are unique to individual districts.

Santa Cruz City Schools has eight Career and Technical Education magnet courses that are open to any student in the county. The purpose and goal of the magnet course offerings are to give students more opportunities to engage in different Career and Technical Education courses that their district does not offer. For example, the two most popular Career and Technical Education magnet courses that Santa Cruz City Schools' students take are Culinary Arts and Fire Science. These two courses are made available to Santa Cruz City Schools students through the Santa Cruz County Office of Education.

FISCAL IMPACT:

\$1,000 per SCCS student attending the Fire Science Career and Technical Education magnet courses with the County Office of Education (receiving district), Measure T (Restricted)

AGENDA ITEM: 8.4.1.4

\$1,100 per SCCS student attending the Culinary Arts & Baking and Pastry Career Technical Education magnet courses with the County Office of Education (receiving district), Measure T (Restricted)

Santa Cruz City Schools will also receive \$1,100 per student for each student attending one of the Career and Technical Education magnet courses from a different district.

Total Revenue for SCCS:

\$1,100 from the Santa Cruz County Office of Education (1 student)

\$22,000 from San Lorenzo Valley Unified (12 students)

\$4,400 from Scotts Valley Unified (4 students)

\$27,500 Total Revenue for SCCS magnet programs

Total Cost for SCCS Students attending County Office of Education magnet programs:

\$93,300 (\$58,300 for Culinary and Baking & Pastry courses, 53 students; \$35,000 for Fire Science, 35 students) Measure T (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 #5: SCCS will maintain a balanced budget and efficient and effective management.

Santa Cruz City Schools DISTRICT and Scotts Valley School District MAGNET
CLASS AGREEMENT
2023-24 Year

THIS AGREEMENT is between the Santa Cruz City Schools District (Receiving District) and Scotts Valley School District (Sending District). THE PURPOSE of this Agreement is to set forth the terms under which the Receiving District will provide the Sending District magnet class for the Students of Sending District. The cost per Sending District student shall be \$1,100.

- NOW, THEREFORE, in consideration of Receiving District offering classes to support the Sending District's students the following will apply.

A. Sending District Responsibility:

1. District will provide all data required under this agreement in regards to Student information for registration, release from parents to attend an off-site class (parent and student to supply transportation), reporting of grades to the student/parents and attendance to the CDE, reporting of any other pertinent future information that may be needed for CDE reporting on various grants.
2. As necessary the District will read and familiarize themselves with the grant requirements that may be used to fund the classes in order to prepare, monitor and report data required for reporting to the CDE and as required in the LCAP.
3. District will report statistics and narrative as needed for the LCAP.
4. Data required will be but not limited to Student data (ie: graduation rates, CTE rates, post secondary education/occupation/endeavors etc) required.
5. **Estimated Number of students to be sent: 4 Total estimated amount due: \$4,400.00.** See course name and rosters below.

Auto Maintenance Intro A Student Roster

[REDACTED]

Sports Medicine Student Roster

[REDACTED]

6. District shall pay the total amount due within 30 days of receiving the bill from the Receiving District, for those students enrolled.

B. Receiving District Responsibility:

1. District will require 25 or more students to enroll unless otherwise noted
2. District will enroll students identified by sending district.
3. Enrollment will be finalized for sending district for billing on the 15th day of class and notification will be sent to the sending district.
4. District will monitor students' attendance and report back to the sending district.

5. District will monitor students' progress and grades and report back to sending district.
 6. District will employ credentialed qualified teachers and staff for the classroom.
 7. District will maintain all equipment, supplies and labs needed for coursework.
 8. District will ensure all staff are properly trained regarding sexual abuse, molestation and mandated reporter.
- C. **Term.** This Agreement shall commence on July 1, 2023 and shall continue until June 30, 2024.
- D. **Termination.** This Agreement will be active for the full Term unless mutually agreed by both Districts to terminate this program under the Agreement.
- E. **Administrative Costs.** The total costs to participating districts for the services performed by the Receiving District will be \$1,100 per student to be billed by the Receiving District by no later than July 31st 2024. Sending District will be required to pay the cost for each and every student enrolled during the Term.
- F. **Hold Harmless.** To the fullest extent permitted by law, each party shall defend, indemnify, and hold the other party, its Governing Board, officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of the indemnified party, its officers, employees, volunteers, or agents.
- G. **Insurance.** Under this Agreement, each party shall maintain insurance as described below.
1. Workers' Compensation Insurance. Workers' compensation insurance for each party's employees with statutory limits as required by the Labor Code of the State of California.
 2. General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence and Two Million Dollars (\$2,000,000) general aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:
 - a. Each District, its officers, agents, and employees, shall be named as additional insured under each other's policy for all liability arising out of

the operations by or on behalf of the named insured in the performance of this Agreement.

- b. The insurance provided herein is primary with respect to any insurance or self-insurance programs maintained by SCCOE or District/Agency.
3. Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence shall be maintained. Said insurance shall include coverage for owned, hired, and non-owned vehicles.
4. Sexual Abuse and Molestation Insurance. Sexual Abuse and Molestation insurance with coverage of no less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollar (\$2,000,000) aggregate shall be maintained.

The following documentation shall be submitted to the other party:

1. Properly executed Certificates of Insurance clearly evidencing all coverage's limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. The parties agree to maintain current Certificates of Insurance evidencing the above-required coverage, limits, and endorsements on file with the other party for the duration of this Agreement.
 2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted upon of execution of this Agreement.
 3. After the Agreement has been signed, signed Certificates of Insurance and required endorsements shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- H. **Facilities.** Receiving District shall be solely responsible for its own facilities, equipment, and personal property, including any damage that occurs thereto which is not the result of the willful misconduct by the Sending School District teacher.
- I. **No Employment Rights.** Each party's employees shall be under the exclusive management control of that party and shall not be employees of the other party for any purposes whatsoever. No relationship of employer and employee is created by this Agreement.

- N. **Governing Law.** This Agreement shall be governed by and interpreted under laws of the State of California, with venue for the judicial resolution of any dispute to be Santa Cruz County, California and no other place.
- O. **Confidentiality of Student Information.** Any employee of Receiving District who may access Sending District student's confidential information must sign the enclosed Non-Disclosure Agreement with respect to protecting the confidentiality of any student data and information which may be exchanged in accordance with and in furtherance of this Agreement.

Signatures on Following Page.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ of
September _____, 2023.

Sending District Superintendent, Date

Sending District CBO Date

Receiving District Superintendent, Date

Receiving District CBO Date

ALL SIGNED NON-DISCLOSURE AGREEMENTS BEHIND THIS SHEET.

Santa Cruz City Schools DISTRICT and San Lorenzo Valley School District
MAGNET CLASS AGREEMENT
2023/24 School Year

THIS AGREEMENT is between the Santa Cruz City Schools District (Receiving District) and San Lorenzo Valley School District (Sending District). THE PURPOSE of this Agreement is to set forth the terms under which the Receiving District will provide the Sending District magnet class for the Students of Sending District. The cost per Sending District student shall be \$1,100.

- NOW, THEREFORE, in consideration of Receiving District offering classes to support the Sending District's students the following will apply.

A. **Sending District Responsibility:**

1. District will provide all data required under this agreement in regards to Student information for registration, release from parents to attend an off-site class (parent and student to supply transportation), reporting of grades to the student/parents and attendance to the CDE, reporting of any other pertinent future information that may be needed for CDE reporting on various grants.
2. As necessary the District will read and familiarize themselves with the grant requirements that may be used to fund the classes in order to prepare, monitor and report data required for reporting to the CDE and as required in the LCAP.
3. District will report statistics and narrative as needed for the LCAP.
4. Data required will be but not limited to Student data (ie: graduation rates, CTE rates, post secondary education/occupation/endeavors etc) required.
5. **Estimated Number of students to be sent: 20. Total estimated amount due: \$22,000.00.** See a list of sending district's students in each magnet course listed below.

Automotive Maintenance Intro A Student Roster:

[REDACTED]

Health Careers Student Roster:

[REDACTED]

Med Tech Student Roster:

[REDACTED]



San Lorenzo Sports Med Student Roster:



6. District shall pay the total amount due within 30 days of receiving the bill from the Receiving District, for those students enrolled.

B. Receiving District Responsibility:

1. District will require 25 or more students to enroll unless otherwise noted
2. District will enroll students identified by sending district.
3. Enrollment will be finalized for sending district for billing on the 15th day of class and notification will be sent to the sending district.
4. District will monitor students’ attendance and report back to the sending district.
5. District will monitor students’ progress and grades and report back to sending district.
6. District will employ credentialed qualified teachers and staff for the classroom.
7. District will maintain all equipment, supplies and labs needed for coursework.
8. District will ensure all staff are properly trained regarding sexual abuse, molestation and mandated reporter.

C. **Term.** This Agreement shall commence on July 1, 2023 and shall continue until June 30, 2024.

D. **Termination.** This Agreement will be active for the full Term unless mutually agreed by both Districts to terminate this program under the Agreement.

E. **Administrative Costs.** The total costs to participating districts for the services performed by the Receiving District will be \$1,100 per student to be billed by the Receiving District by no later than July 31st 2024. Sending District will be required to pay the cost for each and every student enrolled during the Term.

F. **Hold Harmless.** To the fullest extent permitted by law, each party shall defend, indemnify, and hold the other party, its Governing Board, officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney’s fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such

liability, loss, expense, or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of the indemnified party, its officers, employees, volunteers, or agents.

G. **Insurance.** Under this Agreement, each party shall maintain insurance as described below.

1. Workers' Compensation Insurance. Workers' compensation insurance for each party's employees with statutory limits as required by the Labor Code of the State of California.
2. General Liability Insurance. Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence and Two Million Dollars (\$2,000,000) general aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:
 - a. Each District, its officers, agents, and employees, shall be named as additional insured under each other's policy for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
 - b. The insurance provided herein is primary with respect to any insurance or self-insurance programs maintained by SCCOE or District/Agency.
3. Automobile Insurance. Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence shall be maintained. Said insurance shall include coverage for owned, hired, and non-owned vehicles.
4. Sexual Abuse and Molestation Insurance. Sexual Abuse and Molestation insurance with coverage of no less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollar (\$2,000,000) aggregate shall be maintained.

The following documentation shall be submitted to the other party:

1. Properly executed Certificates of Insurance clearly evidencing all coverage's limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. The parties agree to maintain current Certificates of Insurance evidencing the above-required coverage, limits, and endorsements on file with the other party for the duration of this Agreement.

2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted upon execution of this Agreement.
 3. After the Agreement has been signed, signed Certificates of Insurance and required endorsements shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- H. **Facilities.** Receiving District shall be solely responsible for its own facilities, equipment, and personal property, including any damage that occurs thereto which is not the result of the willful misconduct by the Sending School District teacher.
- I. **No Employment Rights.** Each party's employees shall be under the exclusive management control of that party and shall not be employees of the other party for any purposes whatsoever. No relationship of employer and employee is created by this Agreement.
- J. **Discrimination.** The parties and its employees shall not discriminate because of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color or mental or physical disability against any person by refusing to furnish such persons any service or privilege offered by the parties under this Agreement.
- K. **Assignment.** This Agreement or any interest herein shall not be assignable by the parties or by operation of law without the prior written consent of the other party. Any attempt to so assign without first obtaining such written consent shall be null and void. In the event such written consent should be given by the other party, said consent shall not constitute a waiver of this provision, which shall remain in effect with respect to any and all subsequent attempts to assign.
- L. **Notice.** As used in this Agreement, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is considered given either (a) when delivered in person to the recipient named as below, or (b) when emailed and then deposited in the United States mail in a sealed envelope or container, postage and postal charges prepaid, addressed by name and address to the party or person intended as follows:

Sending District:	Santa Cruz City Schools District
	133 Mission Street, Suite 100
	Santa Cruz, CA 95060

Contact:
Kris Munro, Superintendent

Receiving District: San Lorenzo Valley School District

325 Marion Ave.
Ben Lomond, CA 95005

Contact:
Christopher Schiermeyer

- M. **Amendments.** The parties agree to make appropriate amendments to this Agreement from time to time, to comply with state and federal legislation or rules and regulations issued by state or federal agencies, if such amendments are required, provided, however, that in the event the changes required, or the legislation, or the rules and regulations, materially change the contract or affect the validity thereof either whole or in part, then in that event, the Agreement may be terminated at the option of either party.
- N. **Governing Law.** This Agreement shall be governed by and interpreted under laws of the State of California, with venue for the judicial resolution of any dispute to be Santa Cruz County, California and no other place.
- O. **Confidentiality of Student Information.** Any employee of Receiving District who may access Sending District student's confidential information must sign the enclosed Non-Disclosure Agreement with respect to protecting the confidentiality of any student data and information which may be exchanged in accordance with and in furtherance of this Agreement.

Signatures on Following Page.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ of _____, 2023.

Sending District Superintendent, Date

Sending District CBO Date

Receiving District Superintendent, Date

Receiving District CBO Date

ALL SIGNED NON-DISCLOSURE AGREEMENTS BEHIND THIS SHEET.

Santa Cruz City Schools DISTRICT and Santa Cruz County Office of Education
MAGNET CLASS AGREEMENT
2023/24 School Year

THIS AGREEMENT is between the Santa Cruz City Schools District [Receiving District] and The Santa Cruz County Office of Education [Sending District]. THE PURPOSE of this Agreement is to set forth the terms under which the Receiving District will provide the Sending District magnet class for the Students of Sending District. The cost per Sending District student shall be \$1,100.

- NOW, THEREFORE, in consideration of Receiving District offering classes to support the Sending District's students the following will apply.

A. Sending District Responsibility:

1. District will provide all data required under this agreement in regards to Student information for registration, release from parents to attend an off-site class (parent and student to supply transportation), reporting of grades to the student/parents and attendance to the CDE, reporting of any other pertinent future information that may be needed for CDE reporting on various grants.
2. As necessary the District will read and familiarize themselves with the grant requirements that may be used to fund the classes in order to prepare, monitor and report data required for reporting to the CDE and as required in the LCAP.
3. District will report statistics and narrative as needed for the LCAP.
4. Data required will be but not limited to Student data (ie: graduation rates, CTE
5. rates, post secondary education/occupation/endeavors etc) required.
6. **Estimated Number of students to be sent: 1. Total estimated amount due: \$1,100.00.** See the course and student enrollee listed below.

COE Auto Maintenance Intro A Student Roster



7. District shall pay the total amount due within 30 days of receiving the bill from the Receiving District, for those students enrolled.

B. Receiving District Responsibility:

1. District will require 25 or more students to enroll unless otherwise noted
2. District will enroll students identified by sending district.
3. Enrollment will be finalized for sending district for billing on the 15th day of class and notification will be sent to the sending district.
4. District will monitor students' attendance and report back to the sending district.
5. District will monitor students' progress and grades and report back to sending district.
6. District will employ credentialed qualified teachers and staff for the classroom.

7. District will maintain all equipment, supplies and labs needed for coursework.
 8. District will ensure all staff are properly trained regarding sexual abuse, molestation and mandated reporter.
- C. **Term.** This Agreement shall commence on July 1, 2023 and shall continue until June 30, 2024.
- D. **Termination.** This Agreement will be active for the full Term unless mutually agreed by both Districts to terminate this program under the Agreement.
- E. **Administrative Costs.** The total costs to participating districts for the services performed by the Receiving District will be \$1,100 per student to be billed by the Receiving District by no later than July 31st 2024. Sending District will be required to pay the cost for each and every student enrolled during the Term.
- F. **Hold Harmless.** To the fullest extent permitted by law, each party shall defend, indemnify, and hold the other party, its Governing Board, officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of the indemnified party, its officers, employees, volunteers, or agents.
- G. **Insurance.** Under this Agreement, each party shall maintain insurance as described below.
1. **Workers' Compensation Insurance.** Workers' compensation insurance for each party's employees with statutory limits as required by the Labor Code of the State of California.
 2. **General Liability Insurance.** Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence and Two Million Dollars (\$2,000,000) general aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:
 - a. Each District, its officers, agents, and employees, shall be named as additional insured under each other's policy for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.

- b. The insurance provided herein is primary with respect to any insurance or self-insurance programs maintained by SCCOE or District/Agency.
3. **Automobile Insurance.** Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence shall be maintained. Said insurance shall include coverage for owned, hired, and non-owned vehicles.
4. **Sexual Abuse and Molestation Insurance.** Sexual Abuse and Molestation insurance with coverage of no less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollar (\$2,000,000) aggregate shall be maintained.

The following documentation shall be submitted to the other party:

1. Properly executed Certificates of Insurance clearly evidencing all coverage's limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. The parties agree to maintain current Certificates of Insurance evidencing the above-required coverage, limits, and endorsements on file with the other party for the duration of this Agreement.
 2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted upon of execution of this Agreement.
 3. After the Agreement has been signed, signed Certificates of Insurance and required endorsements shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- H. **Facilities.** Receiving District shall be solely responsible for its own facilities, equipment, and personal property, including any damage that occurs thereto which is not the result of the willful misconduct by the Sending School District teacher.
- I. **No Employment Rights.** Each party's employees shall be under the exclusive management control of that party and shall not be employees of the other party for any purposes whatsoever. No relationship of employer and employee is created by this Agreement.
- J. **Discrimination.** The parties and its employees shall not discriminate because of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color or mental or physical disability against any person by

refusing to furnish such persons any service or privilege offered by the parties under this Agreement.

K. **Assignment.** This Agreement or any interest herein shall not be assignable by the parties or by operation of law without the prior written consent of the other party. Any attempt to so assign without first obtaining such written consent shall be null and void. In the event such written consent should be given by the other party, said consent shall not constitute a waiver of this provision, which shall remain in effect with respect to any and all subsequent attempts to assign.

L. **Notice.** As used in this Agreement, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is considered given either (a) when delivered in person to the recipient named as below, or (b) when emailed and then deposited in the United States mail in a sealed envelope or container, postage and postal charges prepaid, addressed by name and address to the party or person intended as follows:

Sending District: Santa Cruz City Schools District

133 Mission Street, Suite 100
Santa Cruz, CA 95060

Contact:
Kris Munro, Superintendent

Receiving District: Santa Cruz County Office Of Education

400 Encinal Street
Santa Cruz, CA 95060

Contact:
Denise Sanson

M. **Amendments.** The parties agree to make appropriate amendments to this Agreement from time to time, to comply with state and federal legislation or rules and regulations issued by state or federal agencies, if such amendments are required, provided, however, that in the event the changes required, or the legislation, or the rules and regulations, materially change the contract or affect the validity thereof either whole or in part, then in that event, the Agreement may be terminated at the option of either party.

N. **Governing Law.** This Agreement shall be governed by and interpreted under laws of the State of California, with venue for the judicial resolution of any dispute to be

Santa Cruz County, California and no other place.

- O. **Confidentiality of Student Information.** Any employee of Receiving District who may access Sending District student's confidential information must sign the enclosed Non-Disclosure Agreement with respect to protecting the confidentiality of any student data and information which may be exchanged in accordance with and in furtherance of this Agreement.

Signatures on Following Page.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ of _____, 2023.

Sending District Superintendent, Date

Sending District CBO Date

Receiving District Superintendent, Date

Receiving District CBO Date

ALL SIGNED NON-DISCLOSURE AGREEMENTS BEHIND THIS SHEET.

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Memorandum of Understanding: Addendum: Cradle to Career

MEETING DATE: April 10, 2024

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Updated Cradle to Career Memorandum of Understanding with the United Way.

BACKGROUND:

Santa Cruz City Schools has been participating in a grant funded initiative through the United Way and Cradle to Career Santa Cruz County since the 2022-23 school year. Cradle to Career Santa Cruz County's mission is to work collectively to empower families, deliver resources, and advocate for equitable and inclusive support systems to eliminate disparities and ensure all children thrive in their education, health, and character. The Cradle to Career initiative began in Live Oak in 2015 and has successfully served Live Oak families for seven years. Through a new grant, Cradle to Career will be providing services and support to elementary schools in three new districts including Santa Cruz City Schools.

The current MOU is being updated to reflect the following changes:

1. Cradle to career will only be working with Gault Elementary.
2. There is no monetary commitment from SCCS to Cradle to Career for their support.

All other aspects of the contract will remain the same.

FISCAL IMPACT:

\$0 in 2024-25 school year

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

AGENDA ITEM: 8.2.1.5



**MEMORANDUM OF UNDERSTANDING
Between United Way Santa Cruz County
& Santa Cruz City Schools**



**Addendum to MOU Agreement between United Way Santa Cruz County & Santa Cruz City Schools
originally created on December 14, 2022**

changes reflected in Section 8 'Resource Commitments'

This agreement was entered into on **December 14, 2022** by and between United Way of Santa Cruz County (UWSCC), and the Santa Cruz City Schools (SCCS), a California public school district. UWSCC, and SCCS are collectively referred to as “the Parties” throughout this document.

1. Purpose of the Memorandum of Understanding (MOU)

This Agreement “Agreement” is entered into for the purpose of outlining and formalizing the mutual goals and expectations for the partnership between Santa Cruz City Schools (SCCS) and Cradle to Career Santa Cruz County (C2C), an initiative of United Way of Santa Cruz County (UWSCC). This Agreement “Agreement” is entered into for the purpose of outlining and formalizing the mutual goals and expectations for the partnership between SCCS and UWSCC. UWSC is the fiscal sponsor for Cradle to Career (C2C). C2C is the vehicle through which UWSC will provide services to SCCS. This agreement is designed to

- a.) articulate the vision, mutual goals, and expectations of the partnership
- b.) outline expected services, staffing, and schedules, and
- c.) clarify roles, responsibilities, and communication mechanisms between the parties.

WHEREAS, SCCS’s mission is to empower, inspire and ensure equitable opportunities for every student to thrive. SCCS teaches and nurtures the whole child in an academically rigorous, collaborative, and innovative learning environment,

WHEREAS, SCCS and UWSCC share a common commitment to convening and coordinating partners to provide comprehensive and equitable Whole Child, Whole Family, Whole Community supports for students and families,

WHEREAS, the mission of C2C is to work collectively to empower families, deliver resources, and advocate for equitable and inclusive support systems to eliminate disparities and ensure all children thrive in their education, health, and character,

WHEREAS, C2C has been working since 2015 as a parent advocacy initiative and community connector that utilizes a community organizing model to engage and empower underserved families in the community,

WHEREAS, C2C is an initiative of UWSCC, and UWSCC and SCCS are separate entities, each with its own governing body,

and

WHEREAS, C2C/UWSCC leverages funding streams and grant deliverables in alignment with the mission of both organizations, C2C/UWSCC and SCCS will collaborate to accomplish the following:

2. Goals and Outcomes

In partnership with SCCS, C2C will share responsibility linked to specific grant deliverables & C2C's Annual Work Plan in support of co-creating equitable Whole Child, Whole Family, Whole Community solutions focused on the following goals:

The overarching goal and strategy embedded throughout this work is that local residents most impacted by poverty and long-standing systemic inequities have a voice and share power in priority setting and policy efforts.			
Education Ensure educational outcomes for Black, Indigenous, Latinx, Asian Pacific Islander, and other Kids of Color meet or exceed state and district standards	Health Ensure positive health outcomes for Black, Indigenous, Latinx, Asian Pacific Islander, and other Kids of Color	Character, Connection, Culture & Belonging All students and families have a strong sense of belonging and connection in their school, neighborhood, and within the community	Community Strength Policy and/or system changes prioritize root causes of adversity in childhood in key community-identified priority areas, including: <ul style="list-style-type: none">● Community Schools● Childcare (including summer/after school)● Opportunities for Immigrants● Health● Community Empowerment

3. Activities.

C2C agrees to complete the following activities:

a. Family Empowerment (Collective Impact Structure)

- i. Serve as a partner to support the development of the [California Community Schools](#) (CCSPP) model within Santa Cruz City Schools, with a focus on:
 1. Authentic, equity-driven family engagement and shared leadership
 2. Integrated, collaborative community partnerships and community-level strategies
- ii. Convene & co-facilitate monthly Steering Committee meetings with district representatives, community, and parent partners
- iii. Convene & co-facilitate an annual Steering Committee retreat & C2C work plan development process, which shall involve participation by school or district representatives, Steering Committee members, Parent Leadership Committee (PLC) & Promotora Parent Coordinators, and C2C Youth Leaders (Summer - Fall)
- iv. Recruit, support, and develop the C2C Parent Leadership Committee at each site; convening Monthly Parent Leadership Committee meetings (Year-round)
- v. Support parent, youth, and community leaders to advocate for policy & systems change priorities at the local, state, and federal level (Year-round)
- vi. Participate in the family conversation events that the district convenes to discuss actions and services on the LCAP and other plans
- vii. Design, conduct and analyze an annual (Spring) or twice a year (Fall & Spring) family survey to reflect, assess & refine strategies
- viii. Plan & convene an annual spring Fiesta (or similar event) to celebrate, reflect, & refine strategies (Spring)

b. Family Connections (Direct Services)

- i. Intensive family outreach & relationship-building (winter 2023, fall 2023, fall 2024)
- ii. Convene & facilitate Hopes & Dreams workshops with all PreK, TK, and Kindergarten families, in collaboration with principal and appropriate teachers/staff (schedule TBD)
- iii. Implementation of work plan activities, including but not limited to (see section 4):
 1. Community-driven programming co-designed by parent leaders and supported by C2C Steering Committee members (e.g. Active Family Time)
 2. Coordinating customized Triple P workshops
 3. Promotora recruitment & training and Promotora-led health education and family support in partnership with Santa Cruz Community Health
 4. Assisting families with community resource referrals
 5. Other community partnerships or services as determined by the C2C Steering Committee

c. C2C Family Learning & Leadership Circle:

- i. C2C will convene a countywide Learning & Leadership Circle with opportunities for SCCS leaders to participate in leadership development and advocacy activities focused on addressing policy and systems change.

4. Campus Facilities and Logistics

UWSCC-C2C staff will have access to school facilities (campus) and infrastructure adequate to complete activities in section 3. SCCS will provide the following on an in-kind basis:

- a. Adequate and appropriate space to provide services and recreational activities outlined in Section 3, as available
- b. Designated space(s) to conduct computer-based work and phone calls without undo distractions, to meet with families, and to store work supplies and equipment for UWSCC-C2C Community Organizers at the participating school sites with permission of the principal
- c. Access to Internet at the school site(s)
- d. Use of copy machine in accordance with district and school protocols
- e. Use of school communication systems (paper, email, text, phone, bulletin boards, newsletters, web, and campus internet access) in accordance with district and school protocols
- f. Use of school equipment such as tables, chairs, whiteboards, audiovisual devices, and office supplies - upon request and if available and not in use for other district activities
- g. UWSCC-C2C Community Organizers will be provided with a District email address; they will complete the volunteer sign up as a "classroom volunteer" and follow all volunteer requirements as needed to be assigned a district email.

5. Collaboration and Communication

SCCS and C2C agree to practice strength-based, collaborative planning and problem-solving focused on engaging youth, parent and community leaders to co-design and co-lead equity-driven Whole Child, Whole Family, and Whole Community solutions.

- a. SCCS and C2C agree to collaborate and provide letters of support, as appropriate, for grants being submitted by partner agencies to support delivery and sustainability and/or expansion of mutually agreed-upon services at school sites on an as-needed basis.
- b. SCCS and C2C agree that any additional funding for joint programming will be sought out in consultation with one another.
- c. UWSCC-C2C staff will be invited to attend school site and district meetings as needed for sharing of C2C information and at the discretion of the principals and superintendent.
- d. Prior to signing a grant that would require deliverables from SCCS beyond the scope of this MOU, the required deliverables outlined in the grant will be provided to the district, including activities, timelines, expectations of said grants.

6. Data

SCCS and school sites agree to provide C2C with aggregate data and specific individual student information to inform, support and when appropriate, assess needs, service delivery, program planning, research and evaluation purposes, in accordance with and to the extent allowed by FERPA and other federal and state law. Data requested includes:

- a. Student and family contact information for outreach to complete activities in Section 3 (in XLS or CSV format)

- b. Individual and aggregate data to support grant reporting (whenever possible, 4 weeks advance notice will be given when data is required).
- c. Opportunities to partner with SCCS on new data collection, including surveys, focus groups, or other aligned activities

Data provided to C2C will only be used for the purpose of family outreach, grant reporting, and reporting effectiveness of services. Any other use of the data is strictly prohibited without the express written consent of the district.

7. Staffing

In collaboration with the C2C Steering Committee, the following key staff members will drive the planning and implementation of the goals and activities described in this agreement and will have access to school facilities and infrastructure outlined in Section 4, following volunteer protocols, which include background checks.

a. C2C Community Organizers:

- i. Will be employed through C2C’s fiscal sponsor, United Way Santa Cruz County.
- ii. Will be hired and supervised by C2C Director with the opportunity for input from the SCCS Elementary Director of Learning and Achievement, and/or School Principal/Administrator, and a designated Parent Leader.
- iii. Will be stationed at specific SCCS schools to coordinate activities (3.a and 3.b), working collaboratively with other school-based personnel
- iv. SCCS Principals/Administrators will proactively collaborate with and support C2C Community Organizers to implement the C2C work plan, share resources, foster relationship-building with faculty and staff, and identify and communicate any issues of concern.
- v. Staff assignments or requests outside of Section 3 activities will require advanced notice and written approval by the C2C Director, including interpretation services, and attendance at conferences or other school events.
- vi. Will generally be expected to schedule vacations during school breaks.

b. Child Care Providers

- i. SCCS will work with C2C to ensure approved child care services are available for C2C activities taking place on SCCS school grounds and requiring direct interaction with or supervision of children either through direct employment via SCCS and/or through contracted providers.

c. Interpreters

- i. SCCS will work with C2C to ensure interpretation services are available for C2C activities taking place on SCCS school grounds through direct employment via SCCS and/or through contracted providers.

8. Resource Commitments

- a. C2C will fund Community Organizer(s) assigned to SCCS campus at Gault Elementary Schools.
- b. C2C will fund volunteer incentives.
- c. C2C will fund special C2C events (e.g. annual fiesta).

- d. SCCS will provide in-kind contributions to support Section 3 Activities as needed and based on resource availability, and collaborate with C2C on grant applications with the goal of increasing funding available during the term of this MOU.
- e. SCCS facilities and infrastructure will be provided in-kind (as a contribution to the partnership) for C2C use, including recreational facilities, playgrounds, multi-use rooms, meeting rooms, and office space as outlined in Section 4.
- f. SCCS will provide background check services for C2C staff, interns, child care providers, and interpreters when required by district guidelines.

9. Recognition

- a. SCCS will use C2C branding (logo and taglines) on signage or banners, websites, press releases, and other materials when C2C is acting as a partner (joint activities). C2C will use SCCS branding (logo and taglines) when partnering with SCCS on all activities directly related to the District. Each organization will provide its respective signage or banners for inclusion at events.

10. Confidentiality

UWSCC-C2C and all of its agents, personnel, employee(s), subcontractor(s), and/or volunteers shall maintain confidentiality, and protect from unauthorized disclosure, of any and all information received in the course of performing the Services, whether disclosed verbally, identified as confidential or proprietary at the time of disclosure, or that the receiving party should have reasonably determined to be confidential based on the nature of the information and/or the circumstances of its disclosure. UWSCC-C2C's officers, officials, agents, personnel, employee(s), and/or subcontractor(s) shall not use such confidential information for any purpose other than carrying out the obligations under this Agreement. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

11. No Relationship Created

Neither party shall be acting as an agent, employee, or independent contractor of the other party. Neither party is entitled to participate in the other's pension plan, insurance, bonus, or similar benefits the party employer provides to its employees.

12. Liability; Indemnification

- a. SCCS is not responsible financially, and, or in any way legally, for the provision of services directed by C2C. C2C is not responsible financially and or in any way legally, for SCCS's educational services.
- b. To the fullest extent permitted by law, C2C shall indemnify and hold harmless SCCS, its elected or appointed officials, employees, agents, volunteers, and students, from and against any and all losses, damages, liability, claims, demands and causes of action, including reasonable attorneys' fees, on account of, arising out of, or in any way connected with the use of the SCCS Premises or the provision of Health Services or any of its employees, volunteers, agents, or guests. SCCS shall not be liable for and is free from the cost of any damages for personal injury or property damage resulting directly and solely from any services provided or C2Cs use of SCCS facilities, including any activities by third parties or volunteers who use the Premises under the authorization, direction, or consent of C2C during the term of this Agreement.
- c. SCCS shall indemnify, defend and hold harmless C2C and its officers, directors, trustees, and employees from and against any claim, demand, liability, loss, judgment, settlement, suit, action, cost or expense, including reasonable attorneys' fees, arising out of or

incident to the negligent or intentional acts or omissions of SCCS, its officers, directors or employees in connection with this Agreement.

13. Safety

- a. SCCS and C2C will partner to support the safety of students, families, and staff.
 - i. **Child Care.** Only designated approved child care providers will be permitted to care for children on SCCS property per Section 7.B.i above.
 - ii. **Classroom Volunteers.** C2C staff and volunteers working with children and youth will meet district requirements by completing all necessary forms and screenings prior to deployment.
 - iii. **Parent/Family Meetings and Events.** Families will be encouraged to attend and participate in meetings and other family engagement events. To encourage and support participation, C2C and SCCS will work to reduce barriers to attendance.
 - iv. **Safety Drills.** SCCS will inform C2C, if possible, of safety drills at school sites and provide information and training on expected protocols during an emergency.
 - v. **Communication in an Emergency.** As possible and appropriate, SCCS will communicate with C2C staff about any threats to safety or unforeseen situations that impact personnel safety and service delivery at school sites.

14. Term

This Agreement shall have an initial term effective upon execution of this Agreement by both Parties lasting by and through June 30, 2025. Thereafter, absent either party's provision of written notice of non-renewal provided at least thirty (30) days prior to its expiration date, it shall automatically renew for successive one-year terms, subject to non-renewal by either party by provision of written notice to the other party no later than June 30 of each year.

15. Termination of Agreement

During its term, this Agreement may be terminated by either party, with or without cause as follows:

- a. **Mutual Agreement.** This Agreement may be terminated at any time upon mutual written agreement by both Parties.
- b. **Material Breach.** Either party may terminate this Agreement for material breach upon providing at least fifteen (15) days prior written notice to the other party. The notice shall specify the facts and/or circumstances demonstrating that a material breach of the terms of this Agreement has occurred. The other party shall have five (5) days to correct and/or cure the issue(s) constituting the breach. If not cured or corrected within such time frame to the satisfaction of the noticing party, this Agreement shall automatically terminate fifteen (15) days after the required written notice was served or such other date as the parties may otherwise agree to in writing.
- c. **Without Cause.** Either party may unilaterally terminate this Agreement without cause upon the provision of at least sixty (60) days prior written notice to the other party.

- 16. Previous Agreements.** Any and all existing statements or agreements, whether oral or written, or renewals thereof, between the parties hereto, covering the same subject matter, are hereby canceled and superseded by the terms of this Agreement, and such prior agreements, statements or understandings shall have no further force or effect.

17. Effective Date and Period of Performance. This Agreement shall be effective upon signature of authorized parties. This Agreement is effective once signed and will be in effect until June 30, 2025 as per the terms above.

Signatures:



Kris Munro, Superintendent
On behalf of
Santa Cruz City Schools

Date

Keisha Browder, CEO
On behalf of
United Way Santa Cruz County

Date

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Agreement for Professional Services: Escort and Transportation Services

MEETING DATE: April 10, 2024

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Ratify the attached Agreement for Professional Services contract for Transportation services through the 2023-2024 regular school year. This is a service required by a student's IEP. *Due to the confidentiality regulations that protect the identity of students with disabilities, the student names have been omitted.*

BACKGROUND:

This contract for Adolescent Escort Service will reimburse transportation and staffing costs for one student who was unable to be collected and brought to their destination at a Residential Treatment Center in Utah.

Service Period: Feb 1, 2024 through June 30, 2024.

FISCAL IMPACT:

Not to exceed \$3,091 Special Education (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.

Prepared by Stacy O'Farrell, Director of Special Education

**AGREEMENT FOR
PROFESSIONAL SERVICES
BETWEEN
SANTA CRUZ CITY SCHOOLS
AND
ADOLESCENT ESCORT SERVICE**

1. Parties and Date.

1.1 This Agreement ("Agreement") is made and entered as of this 10th day of April, by and between the **SANTA CRUZ CITY SCHOOLS** ("District") and **Adolescent Escort Service** ("Consultant") (collectively referred to as the "Parties" and each individually as "Party").

2. Recitals.

2.1 **Consultant.** Consultant is a professional consultant, experienced and properly certified/licensed to provide the professional services described herein, and is familiar with the plans of District.

2.2 **Project.** Consultant is a transportation agency contracted by the district to provide supervised transportation to a residential treatment center as per the student's Individualized Education Plan (IEP). Service shall be provided in a manner consistent with all applicable federal and California state laws. (the "**Project**").

3. Terms.

3.1 Scope of Services, Qualifications and Term.

(a) General Scope of Services. Consultant promises and agrees to furnish all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional services, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (collectively "Services"). All Services shall be subject to, and performed in accordance with, this Agreement, the Exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.2 **Term.** The term of this Agreement shall be from Feb 1, 2024 through June 30, 2024, unless earlier terminated as provided herein. The Parties may mutually agree to extend this term by written amendment. Should the Parties agree to extend the term of this Agreement, the fee for services described in **Exhibit "B"** shall remain the same.

3.3 Responsibilities of Consultant.

(a) Control and Payment of Consultants and its Subordinates. District retains Consultant on an independent contractor basis and Consultant is not an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall at all

times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law including, but not limited to, the payment of prevailing wage, as applicable, and in accordance with Labor Code sections 1720 et seq. and 1770 et seq. The Consultant shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed under this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the District shall provide Consultant with a copy of the prevailing rates of per diem wages. Consultant shall be responsible for all reports and obligations respecting such employees, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

If the District is using State funds for the Project and is required to enforce a Labor Compliance Program ("LCP"), then Consultant will be required to enforce the District's Labor Compliance Program ("LCP"), as applicable.

(b) Conformance to Applicable Requirements. All work prepared by Consultant is subject to the approval of District and any and all applicable regulatory State agencies, and shall be the property of District.

(c) Reports. Consultant shall provide copies of all reports required to be submitted to applicable regulatory State agencies to District, whether or not such reports must be submitted to the District.

(d) Work Authorization. Consultant shall obtain from District a work authorization for the Project prior to commencing work. Such work authorization shall reiterate Consultant's duties outlined herein.

(e) Coordination of Services. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

(f) Standard of Care. Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subcontractors or subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any of Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the Services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

(g) Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services.

(h) Insurance. Consultant shall comply with the following insurance provisions, unless one or more paragraphs are specifically waived by the District in writing.

(i) Time for Compliance. Consultant shall not commence Services under this Agreement until it has provided evidence satisfactory to District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to District that the subcontractor has secured all insurance required under this Section.

(ii) Minimum Requirements and Limits. Consultant shall, at its expense, procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(1) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); (3) *Workers' Compensation and Employers' Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) *Professional Liability:* Coverage which is appropriate to the Consultant's profession, or that of its consultants or subcontractors.

(2) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability:* Not less than \$1,000,000 per claim/ \$2,000,000 aggregate.

(3) Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

a. General Liability. The general liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the

Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way. If Consultant works directly with or near children, the General Liability Policy shall include or be endorsed to include abuse and molestation coverage.

b. Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

c. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

d. Professional Liability. Consultant and its sub-consultants and subcontractors shall procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance with limits discussed in this Section. This insurance shall be endorsed to include contractual liability.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to District, its directors, officials, officers, employees, agents and volunteers.

(iii) Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insured's provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

(iv) Acceptability of Insurers. With the exception of Workers' Compensation Insurance, all insurance required hereunder is to be placed with insurers with a current A.M. Best's rating no less than A-: VII, which are licensed to do business in California, and which maintain an agent for process within the state. Workers' Compensation insurance required under this Agreement

must be offered by an insurer meeting the above standards with the exception that the A.M. Best's rating condition is waived at the discretion of the District.

(v) Verification of Coverage. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by District if requested. District reserves the right to require complete, certified copies of all required insurance policies, at any time.

(i) Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees and subcontractors appropriate to the nature of the Services and the conditions under which the Services are to be performed. Safety precautions as applicable shall include, but shall not be limited to: (1) adequate life protection and life saving equipment and procedures; (2) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (3) adequate facilities for the proper inspection and maintenance of all safety measures.

(j) Project Staffing. Consultant shall provide adequate staff and resources to facilitate all contractor's activity. Should Consultant fail to adequately staff a project, the District may, at its sole discretion, retain third party inspection services and back charge Consultant for all third party fees.

3.4 Fees and Payments.

(a) Compensation. Consultant shall receive compensation, including reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference for a not-to-exceed price of three thousand, ninety dollars and seventy cents. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

(b) Reimbursement of Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

(c) Payment of Compensation. Consultant shall submit to District an itemized statement which indicates work completed and hours of Services rendered by Consultant. District shall pay Consultant within a reasonable time and in accordance with this Agreement.

(d) Extra Work. At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any Services which are determined by District to be necessary, but which the Parties did not reasonably anticipate would

be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written supplemental work authorization from District.

3.5 Maintenance of Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

3.6 General Provisions.

(a) Suspension of Services. The District may, in its sole discretion, suspend all or any part of Services provided hereunder without cost; provided, however, that if the District shall suspend Services for a period of ninety (90) consecutive days or more and in addition such suspension is not caused by Consultant or the acts or omissions of Consultant, upon recession of such suspension, the compensation will be subject to adjustment to provide for actual costs and expenses incurred by Consultant as a direct result of the suspension and resumption of Services under this Agreement. Consultant may not suspend its service without District's express written consent.

(b) Termination of Agreement.

(i) Grounds for Termination. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

(ii) Effect of Termination. If this Agreement is terminated as provided in this Section, District may require Consultant to provide all finished or unfinished documents, data, programming source code, reports or any other items prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

(iii) Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.

(c) Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

Adolescent Escort Service
1865 S Cantile Circle
Washington, Utah 84780

DISTRICT:

Santa Cruz City Schools
133 Mission Street, Suite 100
Santa Cruz, CA 95060

Attn: Dr. Stacy O'Farrell
Director of Special Education
Santa Cruz City Schools

Such notice shall be deemed made when personally delivered to the address set forth above, or forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed as set forth above. Notice shall be deemed adequate on the date actual notice occurred, regardless of the method of service.

(d) Mediation. Disputes arising from this Agreement may be submitted to mediation if mutually agreeable to the Parties hereto. The type and process of mediation to be utilized shall be subject to the mutual agreement of the Parties.

(e) Ownership of Materials and Confidentiality.

(i) All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by Consultant pursuant to this Agreement, shall be the sole property of the District, except that Consultant shall have the right to retain copies of all such documents and data for its records. District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at District's sole risk and provided that Consultant shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this Agreement.

(ii) All such materials and data shall be provided to the District, or such other agency or entity as directed by District or required by law, rule or regulation, immediately upon completion of the term of this Agreement as directed by District. Should District wish to obtain possession of any such materials or data during the term of this Agreement, it shall make its request in writing. Such information shall be provided to the District within forty-eight (48) hours of its request.

(f) Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing

party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

(g) Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys fees and other related costs and expenses. Consultant shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents, or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant agrees to waive all rights of subrogation against the District.

(h) Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

(i) Governing Law. This Agreement shall be governed by the laws of the State of California. Any action brought to enforce the terms of this Agreement shall be brought in a state or federal court located in the County of Riverside, State of California.

(j) Time of Essence. Time is of the essence for each and every provision of this Agreement.

(k) District's Right to Employ Other Consultants. District reserves the right to employ other consultants in connection with this Project. However, Consultant shall be the exclusive consultant for purposes of the Services as noted within this Agreement, unless terminated as provided herein.

(l) Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of District.

(m) Amendments/Waiver. This Agreement may not be amended except by a writing signed by the District and Consultant. In order to take effect, amendments shall be approved or ratified by the District Board of Education. No waiver, alteration or modification of the provisions of this Agreement shall be effective unless signed by both Parties.

(n) Severability. If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason held invalid or unenforceable, the

validity of the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to this Agreement.

(o) Interpretation. In interpreting this Agreement, it shall be deemed that it was prepared jointly by the Parties with full access to legal counsel of their own. No ambiguity shall be resolved against any party on the premise that it or its attorneys were solely responsible for drafting this Agreement or any provision thereof.

(p) Conflict of Interest. Consultant shall disclose to District any outside activities or interests that conflict or may conflict with the interests of the District. Prompt disclosure is required if the activity or interest is related, directly or indirectly, to (1) any activity that Consultant may be involved with on behalf of the District, or (2) any activity that Consultant may be involved with on behalf of any other firm or agency. In addition, Consultant shall comply with all provisions of the Political Reform Act and implementing regulations, as applicable, and in accordance with the District's Conflict of Interest Code. Consultant shall be subject to the broadest disclosure category in the District's Conflict of Interest Code during the term of this Agreement, except to the extent specifically modified in writing by the Superintendent or designee. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

(q) Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, if any, or other related programs or guidelines currently in effect or hereinafter enacted. Consultant must make a good faith effort to contact and utilize DVBE subcontractors or subconsultants and suppliers in securing bids for performance of the Agreement and shall be required to certify its good faith efforts towards retaining DVBE subcontractors or subconsultants and suppliers and identify DVBE firms utilized in performance of the Agreement.

(r) Fingerprinting Requirements. Consultant hereby acknowledges that, if applicable, it is required to comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. The Consultant shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. If required by Education Code Section 45125.1, the Consultant must provide for the completion of a Fingerprint Certification form, in the District's required format, prior to any of the Consultant's employees, or those of any other consultants, coming into contact with the District's pupils. Consultant further acknowledges that other fingerprinting requirements may apply, as set forth in Education Code Section 45125 et seq., and will comply with any such requirements.

(s) Tuberculosis Testing. Consultant shall require that all regular and substitute employees provide verification of having been tested for tuberculosis and cleared to work with minors as evidenced by a state licensed medical doctor's signature prior to any of the Consultant's

employees, or those of any other consultants, coming into contact with the District's pupils. Consultant shall keep a copy of said information in the employee file.

(t) Confidentiality. Consultant hereby acknowledges that certain records and information maintained by the District, or by Consultant on behalf of the District, are protected by law and shall not be released to third parties without express authorization from the District. Such records include, but are not limited to, student records (i.e., any item of information relating to an identifiable student) and personnel records. In addition, all ideas, memoranda, plans, strategies, and documents shared with Consultant by District in connection with the performance of this Agreement, not generally known to the public, shall be held confidential by Consultant. Consultant agrees that information acquired by Consultant during meetings with the District's administrative team, or during closed session Board discussions are deemed confidential and, except to the extent required by law, shall not be shared with third parties without express authorization from the District.

(u) Drug/Tobacco Free Facilities. All District facilities are drug and tobacco free facilities. Any drug and/or tobacco use (smoked or smokeless) is prohibited at all times on all areas of District facilities.

(v) Board Approval Required. This Agreement shall not be binding nor take effect unless approved or ratified by the District Board of Education. Any amendments to this Agreement shall require Board approval or ratification.

(w) Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

(x) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their authorized officers as of the day and year first written above.

SANTA CRUZ CITY SCHOOLS

By: _____
Name: Kris Munro
Title: Superintendent
Date: _____

By: _____
Name: Stacy O'Farrell
Title: Director, Special Education
Date: _____

ADOLESCENT ESCORT SERVICE

By: _____
Name: Ian Garretson
Title: Owner of Adolescent Escort Services
Date: _____

Federal Tax I.D. Number

Board Approved: April 10, 2024

EXHIBIT "A"
SCOPE OF SERVICES

Consultant is contracted to provide transportation for students requiring safe and therapeutic transport to Residential Treatment Centers. These services are necessary when the extreme nature of a students' behaviors are so unsafe and unpredictable that transportation of the student is beyond the ability of the parent.

EXHIBIT "B"
COMPENSATION FOR SERVICES

Hours for service: Duration of Transport at \$800, Airfare at \$2020.90, Hotel stay at \$156.03, Food & Misc. at \$113.84

Total cost not to exceed: \$3091.00

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Memorandum of Understanding: Amended: Pajaro Valley Unified School District for 313 Swift Street

MEETING DATE: April 10, 2024

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the amendment to the Memorandum of Understanding between Pajaro Valley Unified School District and Santa Cruz City School District regarding facility use from June 12, 2023 to December 31, 2024 for the property located at 313 Swift Street.

BACKGROUND:

The WPENS pre-school adult education program run by Pajaro Valley Unified School District (PVUSD) wishes to continue to occupy the property located at 313 Swift Street from June 12, 2023 to December 31, 2024. SCCS can accommodate this request as the Educator Housing Project will not need full access to the site until next January.

FISCAL IMPACT:

\$1 Annual Revenue

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.

**AMENDMENT TO
MEMORANDUM OF UNDERSTANDING**

This Amendment (“Amendment”) to 2023-2024 WPENS-WASCAE Memorandum of Understanding for Facilities at 313 Swift St., SC, 95060 is made and entered into this _____ day of _____, 2024, (“Effective Date”) by and between Santa Cruz City Schools (“SCCS”) and Pajaro Valley Unified School District (“PVUSD”), on behalf of Watsonville Aptos Santa Cruz Adult Education (“WASCAE”). SCCS and PVUSD may each be referred to individually “Party” or together as the “Parties” in this Amendment.

RECITALS

WHEREAS, SCCS owns and operates that certain real property located at 313 Swift Street, Santa Cruz, California 95060 (“Site”); and

WHEREAS, WASCAE is operated and managed by PVUSD: and

WHEREAS, the Parties previously entered into that certain 2023-2024 WPENS-WASCAE Memorandum of Understanding for Facilities at 313 Swift St., SC, 95060 (“MOU”) whereby SCCS agreed to lease a building and related facilities located at the Site to WASCAE for the purpose of operating its Adults Training to Support Child School Success program (“Program”); and

WHEREAS, the Parties now wish to amend the MOU to extend the term of the MOU and make other modifications clarifying the parties to the MOU and certain other terms thereto, subject to the terms and conditions set forth in this Amendment; and

WHEREAS, the modifications and amendments stated herein below reflect the true intent of the Parties.

AMENDMENT

NOW, THEREFORE, in consideration of the covenants and conditions of this Amendment, including the Recitals hereof, which are incorporated herein by this reference, the Parties agree as follows:

1. Preamble. The Preamble of the MOU is revised to read as follows:

This Memorandum of Understanding (“MOU”) is made and entered into by and between Santa Cruz City Schools (“SCCS” or “Owner”) and Pajaro Valley Unified School District (“PVUSD” or “Tenant”), on behalf of Watsonville Aptos Santa Cruz Adult Education (“WASCAE”). SCCS and PVUSD may each be referred to individually “Party” or together as the “Parties” in this Amendment.

2. Leased Premises. The heading and first sentence of Section 1 is revised to read as follows:

LEASED PREMISES. Owner hereby leases the complete building owned by SCCS at 313 Swift St., Santa Cruz CA 95060 (“the Premises”) to Tenant for the uses described below. The Premises include the front classroom, rear classroom, kitchen and restroom facilities.

3. Term. Section 3 of the MOU is revised to read as follows:

TERM: The term of this MOU (“Term”) shall be from June 12, 2023, through December 31, 2024 (“Term”). This MOU may be renewed only with mutual written consent of the Parties.

4. Terms and References.

- a. All references in the MOU to “Lease”, “lease”, “Agreement”, or “agreement” shall be deemed to mean “MOU.”
- b. All references in the MOU to “the building”, “the complete building”, “the facilities”, “the facility”, or “premises” are deemed to mean the Premises, as set forth above in Section 1 of this Amendment.

5. Indemnity. Section 11 is revised to read as follows:

Each Party shall defend, indemnify and hold the other Party, its officers, employees, and agents harmless from and against any and all liability, loss, expense including reasonable attorneys’ fees or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expenses, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officers, agents, or employees, and only to the extent authorized by applicable law.

6. Full Force and Effect; Conflicts. Except as set forth in this Amendment, all other provisions of the MOU shall remain in full force and effect. This Amendment supersedes any conflicting provisions in the MOU, and any ambiguity between this Amendment and the MOU is to be interpreted in accordance with this Amendment.

7. Governing Law. This Amendment 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 Amendment 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.

8. Entire Agreement. The MOU, as amended by this Amendment, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and may not be amended or modified except by a written instrument executed by both Parties.
9. Execution in Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original of the Amendment. Facsimile signature pages transmitted to either Party to this Amendment shall be deemed equivalent to original signatures on counterparts.
10. Warrant of Authority. Each of the persons signing this Amendment represents and warrants that such person has been duly authorized to execute this Amendment on behalf of the Party indicated.

IN WITNESS WHEREOF, the Parties have, by their duly authorized representatives, executed this Amendment as of the latest date written below.

SANTA CRUZ CITY SCHOOLS

PAJARO VALLEY UNIFIED SCHOOL DISTRICT

Kris Munro, Superintendent

Murry Schekman, Interim Superintendent

Date: _____

Date: _____

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Agreement: Crowe: Audit School Facility Program

MEETING DATE: April 10, 2024

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Crowe LLP Agreement for an audit of District funds associated with the School Facility Program – Fund 35 for fiscal year 2023-24.

BACKGROUND:

The District has contracted with Crowe LLP to perform external audits of the District’s financial statements for the past six years. The District has received matching reimbursement from the state for modernization projects, and those funds must undergo an external performance audit.

Santa Cruz City Schools is working with Crowe to combine applications for review to streamline the audit process.

FISCAL IMPACT:

Up to \$40,000 LCFF Base (Unrestricted)

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 partnership with its diverse community.



Crowe LLP
Independent Member Crowe Global

400 Capitol Mall, Suite 1400
Sacramento, CA 95814-4498
Tel +1 916 441 1000
Fax +1 916 441 1110
www.crowe.com

March 18, 2024

Mr. Jimmy Monreal
Santa Cruz City Schools
133 Mission Street
Santa Cruz, California 95060

Dear Mr. Monreal:

This letter confirms the arrangements for Crowe LLP (“Crowe” or “us” or “we” or “our”) to provide the professional services discussed in this letter to Santa Cruz City Schools (“you”, “your” or “Client”). The attached Crowe Engagement Terms, and any other attachments thereto, are integral parts of this letter, and such terms are incorporated herein.

AUDIT SERVICES

Our Responsibilities

We will conduct a performance audit on the Client’s projects identified on the detailed list of expenditures charged against funds received pursuant to the Leroy F. Green School Facilities Act of 1998. The objectives of our Performance Audit are identified in the State of California’s Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting Appendix B: School Facility Program Bond Fund Audits.

The objective of a performance audit is to provide assurance or conclusions based on an evaluation of sufficient, appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices. Performance audits provide objective analysis so that management and those charged with governance and oversight can use the information to improve program performance and operations, reduce costs, facilitate decision making by parties with responsibility to oversee or initiate corrective action, and contribute to public accountability. We will plan and perform the performance audit in accordance with performance audit standards contained in Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the performance audit objectives.

In making our risk assessments, we consider internal control that is significant within the context of the audit objectives in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client’s internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control significant within the context of the audit objectives

that we have identified during the audit. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the Final Form SAB 50-06 Expenditure Report and Detailed Listing of Project Expenditures (DLOPE), Schedule of School Facility Program - Determination of Savings (If Applicable), Schedule of School Facility Program - Unspent Funds (If Applicable), Schedule of School Facility Program - Use of Savings (If Applicable), and all supporting schedules related to the project. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for one year from the date the Financial Statements are available to be issued.

Management is responsible for providing to us, on a timely basis, all information the State of California's Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting Appendix B: School Facility Program Bond Fund Audits requires of which management is aware that is relevant to the performance audit. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are

responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for report distribution responsibilities, including determining which officials or organizations will receive the report and making the report available to the public as applicable when the audit organization is responsible for report distribution.

In delivering services to Client, Crowe may use subsidiaries owned and controlled by Crowe within and outside the United States. Crowe subsidiaries are subject to the same information security policies and requirements as Crowe LLP and will meet the requirements set forth in the confidentiality and data protection provisions of this Agreement.

FEES

Our fees are outlined below.

Description of Services	Fee Amount
School Facility Program Performance Audit – For Each Project Audit completed on a stand alone basis (individual file; report issued as available)	\$8,000
School Facility Program Performance Audit – For Each Project Audit completed on a combined basis with other projects issued within 30 days of each other	\$4,000 - \$6,000

We will invoice you as our services are rendered.

To offset various overhead expenses associated with providing professional services that are not directly invoiced, a business services fee will be billed at 5% of total invoiced fees and expenses prior to tax. The business services fee reflects our estimate of costs including but not limited to technology, data security, administrative support, processing support, and other related support on this engagement.

Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures

- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.
- Additional audit procedures relating to the impact of COVID-19 on Client or additional regulatory requirements relating thereto.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable

throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any dispute arising out of or related to this Agreement and the parties' relationship generally, will be governed and construed in accordance with the laws of the State of Illinois applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

Santa Cruz City Schools

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March 18, 2024

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Santa Cruz City Schools

Crowe LLP

Signature

Printed Name

Title

Date

DocuSigned by:
Jennifer Aras
183831089C9247F...

Signature

Jennifer Aras

Printed Name

Partner

Title

March 18, 2024

Date

Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third parties assisting with or hosting the Cloud Storage that either such third party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client’s customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes information on behalf of Client and pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other related professional services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client’s site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Crowe and Client will each allow opportunistic TLS encryption to provide for secure email communication, and each party will notify the other in writing if it deactivates opportunistic TLS encryption. If Client fails to allow opportunistic TLS encryption, Client agrees that each party may use unencrypted electronic media to correspond or transmit information, and Client further agrees that such use of unencrypted media will not in itself constitute a breach of any confidentiality or other obligation relating to this Agreement. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data processed by Crowe. Client will promptly reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe’s then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe shall promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client’s Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the foregoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph into an agreement with the provider.

GENERAL DATA PROTECTION REGULATION COMPLIANCE – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal

Data, (a) Client will be the “Data Controller” as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the “Data Processor” as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries (“Data Subjects”). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

INTELLECTUAL PROPERTY – Any deliverables, works, inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement (“Work Product”), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Upon full payment by Client, Crowe grants to Client a license to use for its business purposes any deliverables, including any other Work Product incorporated in such deliverables. Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement as well as any enhancements to any of the above (“Materials”). The foregoing ownership will be without any duty of accounting.

CLIENT DATA USAGE – Client shall retain full ownership of all data provided to Crowe by or on behalf of Client in connection with this Agreement, and Crowe will maintain the confidentiality and protection of Client data as set forth in this Agreement. Client agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe for the purpose of (a) performing the Services and its obligations under this Agreement; (b) as otherwise agreed upon in writing; (c) to further improve or develop our products and services; or (d) as necessary to comply with applicable law or professional standards.

DATA AGGREGATION & BENCHMARKING – Client agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties (“Data Aggregations”) for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

USE OF THIRD PARTIES IN CROWE OPERATIONS – Crowe uses third-party providers and third-party solutions in the ordinary course of Crowe business operations. Third-party providers and solutions used in the ordinary course of Crowe business operations include without limitation email providers, cyber-security providers, data hosting centers, operating systems, tools with machine learning or artificial intelligence components (including generative artificial intelligence products or services), and other third-party products and solutions used to perform the Services or generate Work Product, or components thereof. Crowe also uses its subsidiaries (owned and controlled by Crowe) within and outside the United

States for various administrative and support roles. Crowe subsidiaries and any third-party providers used in the ordinary course of Crowe business operations will meet the confidentiality and data protection requirements in this Agreement. The limitations in this Agreement on Client's remedies will also apply to any such third-party providers and Crowe subsidiaries.

USE OF SUBCONTRACTORS FOR SERVICE DELIVERY – Crowe may engage third-party subcontractors in delivering Services to Client. Third-party subcontractors are not owned or controlled by Crowe (including without limitation Crowe Global member firms). If Crowe engages such a subcontractor to deliver Services to Client, Crowe will execute an agreement for the protection of Client's confidential information consistent with the provisions of this Agreement. Crowe will be solely responsible for the provision of Services (including those provided by subcontractors) and for the protection of Client's confidential information. The limitations in this Agreement on Client's remedies will also apply to any subcontractors.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) one (1) year after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to

causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NOTIFICATION OF NON-LICENSEE OWNERSHIP (For California Engagements) – Crowe (“the Firm”) and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement (“Key Personnel”). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party’s written consent unless the hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel’s compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. “Crowe” is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or

omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.



Report on the Firm's System of Quality Control

To the Partners of Crowe LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe LLP (the "Firm") applicable to engagements not subject to Public Company Accounting Oversight Board ("PCAOB") permanent inspection in effect for the year ended March 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under Federal Deposit Insurance Corporation Improvement Act of 1991 (FDICIA); and examinations of service organizations (SOC 1® and SOC 2® engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Crowe LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2022, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Crowe LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP September 29, 2022

A handwritten signature in black ink that reads 'Cherry Bekaert LLP' in a cursive script.

cbh.com

A decorative horizontal bar at the bottom of the page, composed of several colored segments: green, orange, purple, red, and blue.



National Peer
Review Committee

October 20, 2022

Mark Baer Crowe LLP
225 W Wacker DR Ste 2600
Chicago, IL 60606-1228

Dear Mark Baer:

It is my pleasure to notify you that on October 13, 2022, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink that reads "Michael Wagner". The signature is fluid and cursive.

Michael Wagner
Chair, National PRC

+1.919.402.4502

cc: Jeffrey Sabetta, Jennifer Allen

Firm Number: 900010014904

Review Number: 592839

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Fax +1 916 441 1110
www.crowe.com

March 18, 2024

Mr. Jimmy Monreal
Santa Cruz City Schools
133 Mission Street
Santa Cruz, California 95060

Dear Mr. Monreal:

This letter confirms the arrangements for Crowe LLP (“Crowe” or “us” or “we” or “our”) to provide the professional services discussed in this letter to Santa Cruz City Schools (“you”, “your” or “Client”). The attached Crowe Engagement Terms, and any other attachments thereto, are integral parts of this letter, and such terms are incorporated herein.

AUDIT SERVICES

Our Responsibilities

We will conduct a performance audit on the Client’s projects identified on the detailed list of expenditures charged against funds received pursuant to the Leroy F. Green School Facilities Act of 1998. The objectives of our Performance Audit are identified in the State of California’s Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting Appendix B: School Facility Program Bond Fund Audits.

The objective of a performance audit is to provide assurance or conclusions based on an evaluation of sufficient, appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices. Performance audits provide objective analysis so that management and those charged with governance and oversight can use the information to improve program performance and operations, reduce costs, facilitate decision making by parties with responsibility to oversee or initiate corrective action, and contribute to public accountability. We will plan and perform the performance audit in accordance with performance audit standards contained in Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the performance audit objectives.

In making our risk assessments, we consider internal control that is significant within the context of the audit objectives in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client’s internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control significant within the context of the audit objectives

that we have identified during the audit. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the Final Form SAB 50-06 Expenditure Report and Detailed Listing of Project Expenditures (DLOPE), Schedule of School Facility Program - Determination of Savings (If Applicable), Schedule of School Facility Program - Unspent Funds (If Applicable), Schedule of School Facility Program - Use of Savings (If Applicable), and all supporting schedules related to the project. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for one year from the date the Financial Statements are available to be issued.

Management is responsible for providing to us, on a timely basis, all information the State of California's Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting Appendix B: School Facility Program Bond Fund Audits requires of which management is aware that is relevant to the performance audit. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are

responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for report distribution responsibilities, including determining which officials or organizations will receive the report and making the report available to the public as applicable when the audit organization is responsible for report distribution.

In delivering services to Client, Crowe may use subsidiaries owned and controlled by Crowe within and outside the United States. Crowe subsidiaries are subject to the same information security policies and requirements as Crowe LLP and will meet the requirements set forth in the confidentiality and data protection provisions of this Agreement.

FEES

Our fees are outlined below.

Description of Services	Fee Amount
School Facility Program Performance Audit – For Each Project Audit completed on a stand alone basis (individual file; report issued as available)	\$8,000
School Facility Program Performance Audit – For Each Project Audit completed on a combined basis with other projects issued within 30 days of each other	\$4,000 - \$6,000

We will invoice you as our services are rendered.

To offset various overhead expenses associated with providing professional services that are not directly invoiced, a business services fee will be billed at 5% of total invoiced fees and expenses prior to tax. The business services fee reflects our estimate of costs including but not limited to technology, data security, administrative support, processing support, and other related support on this engagement.

Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures

- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.
- Additional audit procedures relating to the impact of COVID-19 on Client or additional regulatory requirements relating thereto.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable

throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any dispute arising out of or related to this Agreement and the parties' relationship generally, will be governed and construed in accordance with the laws of the State of Illinois applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

Santa Cruz City Schools

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March 18, 2024

ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Santa Cruz City Schools

Crowe LLP

Signature

Printed Name

Title

Date

DocuSigned by:
Jennifer Aras
183831089C9247F...

Signature

Jennifer Aras

Printed Name

Partner

Title

March 18, 2024

Date

Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third parties assisting with or hosting the Cloud Storage that either such third party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client’s customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes information on behalf of Client and pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other related professional services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client’s site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Crowe and Client will each allow opportunistic TLS encryption to provide for secure email communication, and each party will notify the other in writing if it deactivates opportunistic TLS encryption. If Client fails to allow opportunistic TLS encryption, Client agrees that each party may use unencrypted electronic media to correspond or transmit information, and Client further agrees that such use of unencrypted media will not in itself constitute a breach of any confidentiality or other obligation relating to this Agreement. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data processed by Crowe. Client will promptly reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe’s then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe shall promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client’s Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the foregoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph into an agreement with the provider.

GENERAL DATA PROTECTION REGULATION COMPLIANCE – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal

Data, (a) Client will be the “Data Controller” as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the “Data Processor” as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries (“Data Subjects”). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

INTELLECTUAL PROPERTY – Any deliverables, works, inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement (“Work Product”), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Upon full payment by Client, Crowe grants to Client a license to use for its business purposes any deliverables, including any other Work Product incorporated in such deliverables. Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement as well as any enhancements to any of the above (“Materials”). The foregoing ownership will be without any duty of accounting.

CLIENT DATA USAGE – Client shall retain full ownership of all data provided to Crowe by or on behalf of Client in connection with this Agreement, and Crowe will maintain the confidentiality and protection of Client data as set forth in this Agreement. Client agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe for the purpose of (a) performing the Services and its obligations under this Agreement; (b) as otherwise agreed upon in writing; (c) to further improve or develop our products and services; or (d) as necessary to comply with applicable law or professional standards.

DATA AGGREGATION & BENCHMARKING – Client agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties (“Data Aggregations”) for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

USE OF THIRD PARTIES IN CROWE OPERATIONS – Crowe uses third-party providers and third-party solutions in the ordinary course of Crowe business operations. Third-party providers and solutions used in the ordinary course of Crowe business operations include without limitation email providers, cyber-security providers, data hosting centers, operating systems, tools with machine learning or artificial intelligence components (including generative artificial intelligence products or services), and other third-party products and solutions used to perform the Services or generate Work Product, or components thereof. Crowe also uses its subsidiaries (owned and controlled by Crowe) within and outside the United

States for various administrative and support roles. Crowe subsidiaries and any third-party providers used in the ordinary course of Crowe business operations will meet the confidentiality and data protection requirements in this Agreement. The limitations in this Agreement on Client's remedies will also apply to any such third-party providers and Crowe subsidiaries.

USE OF SUBCONTRACTORS FOR SERVICE DELIVERY – Crowe may engage third-party subcontractors in delivering Services to Client. Third-party subcontractors are not owned or controlled by Crowe (including without limitation Crowe Global member firms). If Crowe engages such a subcontractor to deliver Services to Client, Crowe will execute an agreement for the protection of Client's confidential information consistent with the provisions of this Agreement. Crowe will be solely responsible for the provision of Services (including those provided by subcontractors) and for the protection of Client's confidential information. The limitations in this Agreement on Client's remedies will also apply to any subcontractors.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) one (1) year after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to

causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NOTIFICATION OF NON-LICENSEE OWNERSHIP (For California Engagements) – Crowe (“the Firm”) and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement (“Key Personnel”). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party’s written consent unless the hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel’s compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. “Crowe” is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or

omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.



Report on the Firm's System of Quality Control

To the Partners of Crowe LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Crowe LLP (the "Firm") applicable to engagements not subject to Public Company Accounting Oversight Board ("PCAOB") permanent inspection in effect for the year ended March 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants ("Standards").

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The Firm is responsible for designing and complying with a system of quality control to provide the Firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the Firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under Federal Deposit Insurance Corporation Improvement Act of 1991 (FDICIA); and examinations of service organizations (SOC 1® and SOC 2® engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Crowe LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2022, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Crowe LLP has received a peer review rating of *pass*.

Cherry Bekaert LLP September 29, 2022

A handwritten signature in black ink that reads 'Cherry Bekaert LLP' in a cursive script.

cbh.com



National Peer
Review Committee

October 20, 2022

Mark Baer Crowe LLP
225 W Wacker DR Ste 2600
Chicago, IL 60606-1228

Dear Mark Baer:

It is my pleasure to notify you that on October 13, 2022, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is September 30, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink that reads "Michael Wagner". The signature is fluid and cursive.

Michael Wagner
Chair, National PRC

+1.919.402.4502

cc: Jeffrey Sabetta, Jennifer Allen

Firm Number: 900010014904

Review Number: 592839

220 Leigh Farm Road, Durham, NC 27707-8110
T: +1.919.402.4502 F: +1.919.419.4713
aicpaglobal.com | cimaglobal.com | aicpa.org | cima.org

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Contract: Fiber Cabling to Santa Cruz High Basement

MEETING DATE: April 10, 2024

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve contract to upgrade cabling that connects the Santa Cruz High School basement to the District network.

BACKGROUND:

To improve bandwidth for growing technical needs, the District has been upgrading its network backbone to fiber cabling. The basement of Santa Cruz High School is still connected to the District's main network via copper cabling. This upgrade will help Santa Cruz High School convert to the District's new card access control system. The proposal uses a combination of E-Rate and High School Developer Fees to complete this work.

FISCAL IMPACT:

\$7,536.93 Total

\$4,522.16 E-Rate (Restricted)

\$3,014.77 Secondary Developer Fees (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.

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.

AGENDA ITEM: 8.4.2.3

Company:
SANTA CRUZ CITY SCHOOLS



Proposal #31503

Requested By:
Jon Morgan
 Director of Technology

Description:
Santa Cruz High Basement Fiber Feed

Bill To: SANTA CRUZ CITY SCHOOLS 133 Mission St Santa Cruz, CA 95060-3754	Ship To: SANTA CRUZ CITY SCHOOLS 133 Mission St Santa Cruz, CA 95060-3754	Sold To: SANTA CRUZ CITY SCHOOLS 133 Mission St Santa Cruz, CA 95060-3754
Created: 2/12/2024 Expires: 3/12/2024 Version: 1	Account Manager: nslocum Systems Engineer: tjenkins	Payment Terms: Net 30

Product & Manufacturer Maintenance

Line No	Qty	Product	Unit Price	Ext'd Price	Tax
1	1	CABLING DEVGRU Structured Cabling Service	4,650.00	4,650.00	
2	1	CABLING-PRODUCT DEVGRU Structured Cabling Product	2,642.50	2,642.50	T

<p>Need more time to get important stuff done? Ask us about</p>	Subtotal	\$7,292.50
	Handling	\$0.00
	Estimated Sales Tax (9.25%)	\$244.43
	Professional Services	\$0.00
	Shipping	\$0.00
	Total	\$7,536.93

Company:
SANTA CRUZ CITY SCHOOLS



Proposal #31503

Requested By:
Jon Morgan
Director of Technology

Description:
Santa Cruz High Basement Fiber Feed

About Sales Tax

Items sold by Development Group, Inc. ("DGI") and shipped to destinations in California are subject to sales tax.

If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time and invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged.

About Product Returns

Development Group, Inc. ("DGI") only accepts the return of Products (a) that DGI has the right to return to the applicable manufacturers or suppliers, (b) for which DGI receives your written request for return within FOURTEEN (14) DAYS from the date of the invoice for such Products, and (c) that are factory sealed in fully resalable condition or which are Dead on Arrival ("DoA"). Except for Products returned because they are defective or DoA, to be eligible for return, Products must be in resalable condition, complete, unused and unopened, with the outer seal intact. Products that do not meet these conditions are not eligible for return and will be returned to you. Eligible Product returns will receive a credit that will be issued at the original purchase price that you paid for the Product only if your account is current. DGI may return to you, any Product not authorized for return (an "Unauthorized Return") at your expense, or DGI may, at its sole discretion, issue a credit for the current price of the Product, less a thirty percent (30%) restocking fee. DGI is not liable for any loss or damage to Unauthorized Returns.

Company & Payment Information

Mailing Address

Development Group, Inc.
PO Box 991484
Redding, CA 96099-1484

Phone: (530) 229-0071
Fax: (530) 248-3415

Office Locations

Development Group, Inc.
6704 Lockheed Dr
Redding, CA 96002

Payment Information

Development Group, Inc.
32880 Collections Center Dr
Chicago, IL 60693

Federal Tax ID: 26-3740919

Wire Transfer Information

Domestic Wire Transfer (U.S.)
Wire Routing Transit Number (RTN): 026009593
Bank Name: Bank of America
City, State: Chicago, IL
Account Number: 8188065595
Title of Account: DEVELOPMENT GROUP INC

ACH Information

ACH Transfer (U.S.)
Routing Transit Number (RTN): 071000039
Bank Name: Bank of America
City, State: Chicago, IL
Account Number: 8188065595
Title of Account: DEVELOPMENT GROUP INC

Note: All wire transfers must be made in US Dollars

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Contract: Retainer for Legal Services: Leone, Albert & Duus

MEETING DATE: April 10, 2024

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve contract with Leone Alberts & Duus to represent the District and provide legal services.

BACKGROUND:

The District would like to retain Leone Alberts & Duus as representation for current litigation *John Doe M.C. v. Santa Cruz City Schools*, Santa Cruz Superior Case No.: 22CV02837. SCCS has currently budgeted \$1,000,000 for legal representation.

FISCAL IMPACT:

TBD - LCFF Base (Unrestricted)

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.

AGREEMENT BETWEEN ATTORNEY AND CLIENT

AGREEMENT made at Concord, California, March 25, 2024, by and between **Leone Alberts & Duus**, a Professional Law Corporation, hereunder referred to as Law Corporation, and the **Santa Cruz City Schools**, hereunder referred to as the Client.

1. The Client retains Law Corporation to represent and provide legal advice and services to the Client in the following matter: **Various legal matters per Client request including John Doe M.C. v. Santa Cruz City Schools, Santa Cruz Superior Court, Case No.: 22 CV02837.**

2. Law Corporation may associate any other attorney in the representation of Client with respect to any said matter. Law Corporation may utilize paralegals, legal assistants, investigators, or other non-lawyers to perform services where, in the discretion of Law Corporation, such persons can be effectively utilized, provided that charges for said services performed by such persons shall be less than those charged for the services performed by Associates.

3. Client may substitute any attorney for Law Corporation with respect to any said matter upon the prior written notice to Law Corporation.

4. Law Corporation may withdraw from the representation of the Client with respect to any said matter upon the prior written notice thereof to Client.

5. If Law Corporation withdraws for cause, or is substituted out for any reason, prior to the completion of legal services with respect to any said matter, Client shall pay Law Corporation, immediately upon the submission to Client of an itemized statement, all costs advanced by Law Corporation and attorney's fees at the hourly rate of Law Corporation for services rendered to date with respect to said matter. Law Corporation shall retain all documents reflecting its costs and expenses until payment pursuant to this paragraph is made.

6. Law Corporation shall have the authority and power to negotiate a settlement of said matter so retained and to execute any and all pleadings, claims, contracts, settlements, drafts, checks, compromises, releases, dismissals, deposits, orders, and all other agreements and documents which Client may properly execute and to receive, in the name and stead of Client, any monies and other things of value which may be payable or deliverable to Client on account of settlement, judgment, or otherwise with respect to any said matter. Law Corporation shall obtain Client's consent to the settlement of any matter affecting the Client.

7. Client shall advise Law Corporation of its current business address and telephone number at all times, shall appear upon reasonable notice of any and all conferences, depositions and other appearances, and shall comply with all reasonable requests of Law Corporation with respect to any said matter.

8. In consideration of legal services rendered by Law Corporation, its Attorneys and attorneys it associates with in respect to this matter:

Hourly Rate Effective: March 1, 2024: Client shall pay Law Corporation, within thirty (30) days of the submission to Client of an itemized statement:

- (1) The amount of all costs advanced by Law Corporation;
- (2) The amount of services rendered as follows:
 - (a) For services rendered by any Shareholder or Senior Attorney (7 years or more of litigation experience) of the Law Corporation, the sum of Two Hundred Ninety-Five Dollars (\$295.00) per hour;
 - (b) For services rendered by Mid-Level Attorneys (4 to 7 years of litigation experience) of the Law Corporation, the hourly rate of Two Hundred Seventy-Five Dollars (\$275.00) per hour;
 - (c) Junior Attorneys (3 or less years of litigation experience) of the Law Corporation, the hourly rate of Two Hundred Sixty Dollars (\$260.00) per hour, and
- (c) For services rendered by a Paralegal of the Law Corporation, the hourly rate of One Hundred Forty Dollars (\$140.00) per hour.

These are the rates currently permitted by Northern California ReLiEF to approved panel counsel. Client agrees that should the Northern California ReLiEF panel counsel rates increase during the term of this AGREEMENT, the rates charged hereunder will also increase correspondingly.

THE ABOVE FEES ARE NOT SET BY LAW, BUT ARE NEGOTIABLE BETWEEN LAW CORPORATION AND CLIENT.

9. Law Corporation shall advance any cost which shall appear to Law Corporation to be reasonably necessary with respect to any said matter, including but not limited to, court costs, costs of investigation, travel expenses, postage, telephone charges, photocopies, incidental expenses and the costs of obtaining and representing evidence, including the costs of expert testimony. Court costs include, but are not limited to, filing fees, recording fees, certification fees, deposition fees and jury fees. Law Corporation shall charge a fee of 5% of gross monthly fees not to exceed \$250 per month for in-house telephone, postage, photocopying, scans, and faxes. Law Corporation shall advance costs incurred on behalf of Client in any matter covered by this Agreement that are less than Two Thousand, Five Hundred Dollars (\$2,500).

10. Law Corporation shall send Client an itemized statement of all fees and advanced costs incurred on behalf of client on a monthly basis. Client shall pay the amount set forth within thirty (30) days of the submission to Client of an itemized statement.

11. Costs greater than Two Thousand, Five Hundred Dollars shall be paid directly by Client upon thirty (30) days of submission of the invoice for said costs.

12. If there is any dispute between Client and Law Corporation over the fee charged/the amount billed/the reasonable value of or for legal services, then Client and Law Corporation

agree to submit the controversy to Advisory Arbitration in accordance with the rules of the State Bar Re Arbitration Program set out in Sections 6200-6206 of the California Business and Professions Code and California Code of Civil Procedure Section 1281. Client shall pay all costs of Arbitration incurred by the Law Corporation as may be awarded by the Arbitration Panel.

13. If Client defaults in the payment of any payment due to Law Corporation for legal services, or in the payment of an arbitration award to the Law Corporation, and if action is instituted to enforce collection of said amount or award, Client shall pay Law Corporation additional costs and attorney's fees at the hourly rate of Attorney or associated attorneys, or as incurred by Law Corporation, or as awarded by Court.

14. Law Corporation maintains errors and omissions insurance coverage applicable to the services to be rendered at or above the limits specified in Business and Professions Code ' 6147(a)(6) and 6148(a)(4), in particular, coverage of a minimum of one million dollars (\$1,000,000).


15. It is intended that each paragraph of this Agreement be separate and divisible, and in the event that any paragraph shall be held invalid, the remaining paragraphs shall continue to be in full force and effect.

16. Any modifications of the above are as follows: NONE.

17. Client acknowledges receipt of an original of this Agreement signed by Law Corporation.

LEONE ALBERTS & DUUS
(Law Corporation)

DATED: March 25, 2024

By  _____
Katherine A. Alberts
President

Santa Cruz City Schools

DATED:

By _____
[Print Name and Title]

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Carroll Engineering, Inc. Proposal for Branciforte Middle School Multistory Classroom Engineering Services

MEETING DATE: April 10, 2024

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve Carroll Engineering, Inc. proposal for Branciforte Middle School multistory classroom engineering services.

BACKGROUND:

This proposal consists of a detailed ground topographic survey including boundary and underground utility locating for the upcoming new multi-story building project which will replace the old shop buildings along Melrose Ave at Branciforte Middle School.

FISCAL IMPACT:

\$28,500.00 Measure A Funds (Restricted), representing 0.15% of the overall site budget \$17,815,735.68 is the total Bond Allocation to Branciforte Middle School

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

CARROLL ENGINEERING, INC.

AGREEMENT FOR ENGINEERING SERVICES

Date: February 23, 2024

This Agreement, by and between:

SANTA CRUZ CITY SCHOOLS
Attn: Trevor Miller, Director Facilities, Maintenance & Operations
133 Mission Street Suite 100
Santa Cruz, CA 95060
(831) 429-3905
trevormiller@sccs.net

herein referred to as CLIENT, and

CARROLL ENGINEERING, INC.
Engineers & Surveyors
1101 So. Winchester Blvd., Suite #H-184
San Jose, CA 95128-3903
408-261-9800 / FAX: 408-261-0595

herein referred to as CONSULTANT, is for Professional Services in connection with the project described as follows:

- I. PROJECT:
Branciforte Middle School, 315 Poplar Ave, Santa Cruz, CA – New 2-Story Modular Classroom Building Project
- II. SCOPE OF SERVICES:
Ground Topographic Survey:
CONSULTANT will provide a detailed ground topographic survey of the subject site as shown on attached Exhibit “A” and will include the following items:
- 1) Spot elevations across the site at an approximate 50 foot grid and at all grade breaks.
 - 2) Surface visible utilities.
 - 3) Invert and flow line data for existing storm and sanitary sewers including direction of lines. If confirmable from field observation, storm and sanitary lines will be shown connected to their respective utility structure.
 - 4) Contours provided at 1 foot intervals.
 - 5) Existing structures.
 - 6) Existing fences, walls and light standards.
 - 7) Trees over 6” in diameter.
 - 8) Pavement, curbs, gutters, sidewalks and fences.

Record Boundary Survey:

CONSULTANT will locate the boundary of the subject property based on record data and surveyed locations of existing monuments. This information will be superimposed on the topographic survey to provide general boundary information in the specified locations. This boundary location does not represent a resolved boundary solution which may require additional field survey and may involve the filing of a Record of Survey, which is not covered under this scope of work. Mapped easements of record will also be shown. Unmapped easements may exist that would only be revealed by a Title report, if provided by CLIENT.

Underground Utility Survey:

Underground utility survey is included for the area as shown on the attached Exhibit "A". CONSULTANT will prepare an "As Built" underground survey for the highlighted areas on the project site. The Utility Survey is to include all underground utilities and visible references to underground features as marked by underground locating firm that can reasonably be found.

CONSULTANT will add the utilities as located by underground locating firm to the architectural site plan. The Underground Utility Survey will include the following information, as needed:

- (a) Rim and invert locations.
- (b) Locations of on-site Sanitary Sewer lines.
- (c) Locations and sizes of on-site Storm Drainage lines.
- (d) Locations of on-site Gas Piping.
- (e) Locations of on-site Water Lines.
- (f) Locations of site electrical conduits.
- (g) Valves, overhead utility lines, pumps, manholes, transformers, etc.

Utility lines to be shown on the drawings prepared under this Agreement are derived from record data, reference to visible surface facilities, and/or surface markings made by underground locating companies using electronic utility marking devices. While CONSULTANT and its sub consultants shall endeavor to provide complete surveys, such surveys are subject to limitations as to utilities detected and some line structures cannot be detected. Locations, depths and sizes shown are approximations only. No potholing or other excavation for verification is included under this Agreement.

CONSULTANT can assume no responsibility for the completeness or accuracy of its delineation of such underground utilities, or for the existence of other buried objects or utilities, which may be encountered, but are not shown on these drawings.

Actual location and size, together with the presence of any additional utility lines shall be the responsibility of the contractor to verify prior to construction.

III. COMPENSATION:

CLIENT shall pay CONSULTANT the following fees for the Professional Services performed under II above:

A. Basic Services:

1. Topographic Survey.....	\$ 16,000.00
2. Record Boundary Survey.....	\$ 3,500.00
3. Underground Utility Survey	<u>\$ 9,000.00</u>
TOTAL FEE	\$ 28,500.00

B. Additional Services:

1. In the event that extra work is needed, and upon written authorization from CLIENT, the following hourly rates for CONSULTANT shall be used:
 - a. Principal Engineer.....\$270.00/hr.
 - b. Principal Surveyor\$248.00/hr.
 - c. Associate Engineer.....\$226.00/hr.
 - d. Project Engineer.....\$198.00/hr.
 - e. Assistant Engineer.....\$171.00/hr.
 - f. Survey Assistant (Office)\$171.00/hr.
 - g. CAD Operator/Drafter\$146.00/hr.
 - h. Administrative/Clerical.....\$ 93.00/hr.
 - i. Field Surveys\$292.00/hr.
2. Reimbursable expenses shall be paid as follows:
 - a. Authorized miscellaneous expenses..... Cost+ 10%
 - b. Mileage Federal Standard Rate

C. Method of Payment:

Progress billings for all items of service will be made monthly based upon the percentage of work completed to date. The total fee indicated for each item of service will be billed upon completion of work in that category. Additional services will be billed monthly.

Payment of invoices are due upon receipt. Payments not received within thirty (30) days of the invoice date shall result in a suspension of further work on the project until all amounts are received and the account is current. Interest at the rate of 1-1/2% per month (18% per annum) shall be applied to all amounts due after 30 days of the invoice date.

IV. ASSUMPTIONS AND CONDITIONS:

The description of work and associated fees outlined in this Agreement take into consideration the following assumptions and conditions:

- 1) Any required environmental documents, mitigations or identification of same are specifically excluded.
- 2) Design services are excluded.
- 3) Geotechnical investigation is excluded
- 4) Title Report is excluded.
- 5) Setting of property corners, or filing of a Record of Survey or Corner Record is excluded.
- 6) All fees listed are valid for 90 days from the date on page 1.

V. OWNER'S RESPONSIBILITIES:

See Paragraph I

VI. GENERAL:

A. Limitation of Liability:

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and CONSULTANT'S fees for services. Risks have been allocated such that the CLIENT agrees that to the fullest extent permitted by law, CONSULTANT'S total liability to the owner for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement shall not exceed the total amount of Two Hundred Fifty Thousand Dollars (\$250,000.00). Such causes include, but are not limited, to CONSULTANT'S negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

THEREFORE, the CLIENT agrees to limit CONSULTANT'S professional liability to the owner and to all construction contractors and sub-contractors or to any other company, organization, or individuals whether or not they are performing work on the project, due to any claim or any nature whatsoever arising out of or relating to the performance of professional services under this Agreement, such that the total aggregate liability of CONSULTANT to those named shall not exceed Two Hundred Fifty Thousand Dollars (\$250,000.00).

B. Indemnity:

CONSULTANT agrees to indemnify and hold CLIENT harmless from liability for damages arising out of the performance of CONSULTANT'S services on this project to the extent that such liability is caused by CONSULTANT'S negligent acts, errors or omissions under this agreement.

CONSULTANT has no obligation to pay for any of the indemnitees defense related cost prior to a final determination of liability or to pay any amount that exceeds the finally determined percentage of liability based upon the comparative fault of CONSULTANT.

The CLIENT, by execution of this Agreement, agrees to indemnify and hold harmless CONSULTANT from any and all claims, losses and liability arising out of the negligent acts of CLIENT in the performance of this Agreement which is found not to have been directly caused by the sole negligence or willful misconduct of CONSULTANT.

C. Reliance upon provided data:

CONSULTANT shall be entitled to rely upon the accuracy and completeness of the plans, services, information and reports furnished by CLIENT.

D. Hazardous Materials:

Except as provided in this Agreement, CONSULTANT and CONSULTANT'S sub-consultants shall have NO responsibility for the presence, discovery, handling, removal or disposal of, or exposure to persons of hazardous materials in any form at the project site or environs, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), fossil fuels or any other toxic substances.

E. Archaeological Findings:

Except as provided in this Agreement, CONSULTANT and CONSULTANT'S sub-consultants shall have NO responsibility for the presence, discovery, handling, removal or disposal of, archaeological finds or artifacts in any form at the project site or environs. .

VII. STANDARD PROVISIONS:

- 1) CLIENT acknowledges CONSULTANT has the right to complete all services agreed to be rendered pursuant to this agreement. In the event this agreement is terminated before the completion of all services, unless CONSULTANT is responsible for such early termination, CLIENT agrees to release CONSULTANT from all liability for services performed. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, CLIENT shall pay CONSULTANT all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. CLIENT acknowledges if the project services are suspended and restarted, there may be additional charges due to suspension of the services which will be agreed upon between CLIENT and CONSULTANT prior to CONSULTANT restarting services.
- 2) In the event of any litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, experts' fees and other related expenses.

- 3) CLIENT agrees that in the event CONSULTANT institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county of Santa Clara, CA.
- 4) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, CLIENT and CONSULTANT agree that all disputes between them arising out of or relating to this agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.
 - (b) Subdivision (a) shall not preclude or limit CONSULTANT’S right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.
 - (c) Subdivision (a) shall not preclude or limit CONSULTANT’S right to record, perfect or enforce applicable mechanic’s lien or stop notice remedies.

The above is mutually agreed to this 23rd day of February, 2024.

CONSULTANT

CARROLL ENGINEERING, INC.
 Engineers & Surveyors
 1101 So. Winchester Blvd., Suite #H-184
 San Jose, CA 95128-3903

 Robert V. Henry, P.E., QSP/QSD
 President
 RCE License No. 60443

CEI Project #: 3089

CLIENT

SANTA CRUZ CITY SCHOOLS
 133 Mission Street, Suite 100
 Santa Cruz, CA 95060

 By

 Title

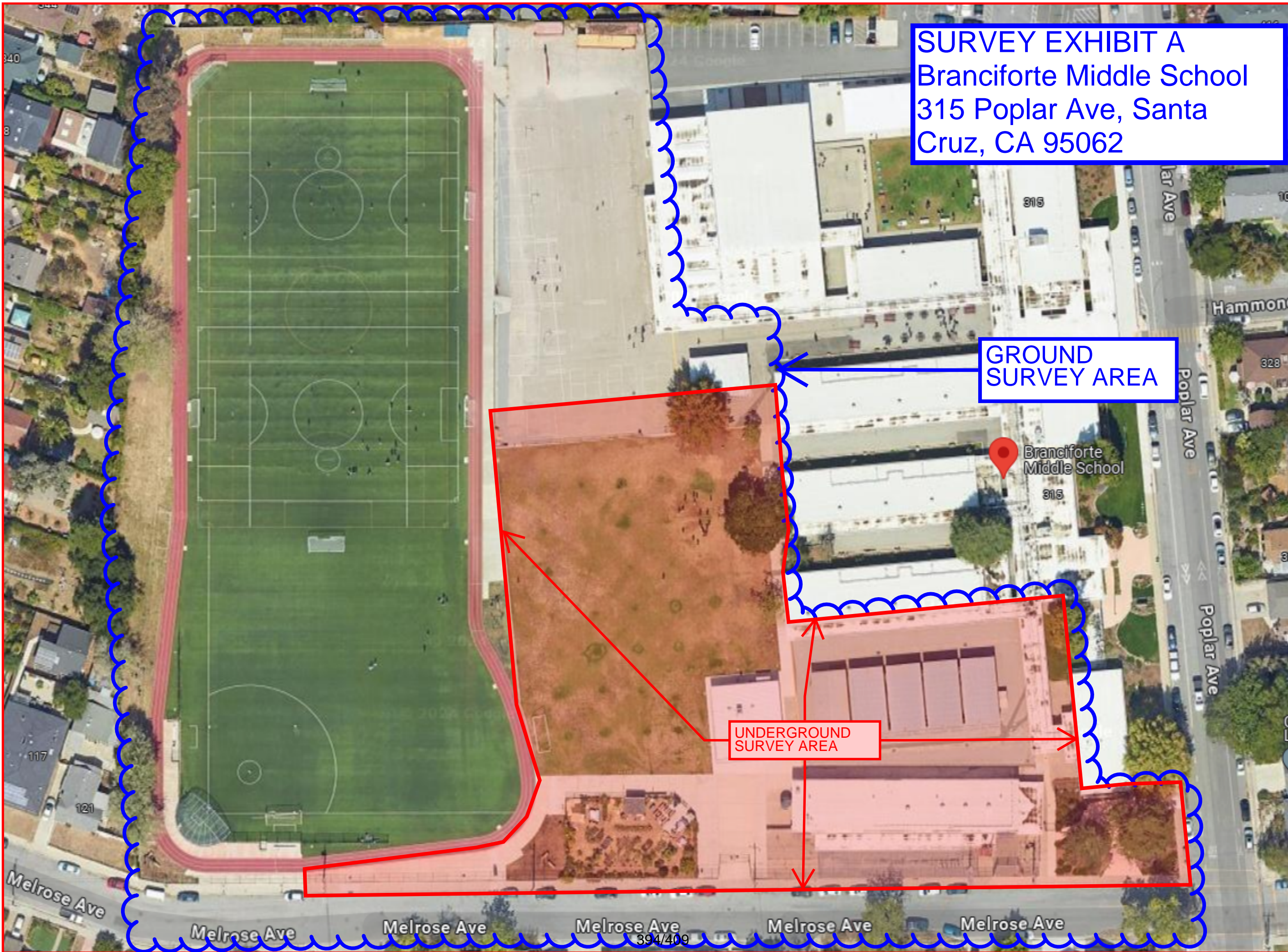
 Date

Client Project #: _____

SURVEY EXHIBIT A
Branciforte Middle School
315 Poplar Ave, Santa
Cruz, CA 95062

**GROUND
SURVEY AREA**

**UNDERGROUND
SURVEY AREA**



SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: M3 Environmental Proposal for Hazardous Materials Inspections at Harbor and Soquel High School Wellness Centers

MEETING DATE: April 10, 2024

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve M3 Environmental proposal for hazardous materials inspections at Harbor and Soquel High School wellness centers.

BACKGROUND:

This proposal consists of hazardous materials inspections, primarily asbestos and lead, in portable classroom 6 at Harbor High School and the 300 building of Soquel High School in preparation for the new wellness centers. These services are required by the Division of State Architecture (DSA) and California Occupational Safety and Health (CAL/OSHA).

FISCAL IMPACT:

\$3,150.00 Total Measure A Funds (Restricted)

Cost breakdown by site:

\$1,650.00 Harbor High School

\$1,500.00 Soquel High School

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



March 5, 2024

Mr. Trevor Miller
Director of Facilities
Santa Cruz City Schools
536 Palm Street
Santa Cruz, CA 95060
831.429.3904 (p)

Via email:
trevormiller@sccs.net

Subject: Confirming Proposal for Hazardous Materials Inspections for Portable Classroom 6 at Harbor High School Located at 300 La Fonda Avenue in Santa Cruz, California
Proposal No. 243741

Dear Mr. Miller:

M³ Environmental LLC (M³) is pleased to present this confirming proposal to provide hazardous materials inspections (primarily asbestos-containing material [ACM] and lead-containing paint [LCP]) for portable classroom 6 at Harbor High School located at 300 La Fonda Avenue in Santa Cruz, California. This proposal is based on information provided to M³ by you onsite on January 31, 2024.

Project Understanding

M³ understands that portable classroom 6 is to be heavily renovated. All accessible interior materials will be tested in the portable classroom, and exterior paint finishes will be sampled for lead prior to repainting of the exterior as a part of the renovation project. All other exterior and roofing materials were not part of the planned renovations, and were not sampled, per your request.

Scope of Work

This proposal presents the services needed to successfully complete this project based on the above understanding as follows:

- Conduct a walk-through inspection of the buildings to delineate the scope of work, and to sample suspect ACM and LCP.
- Analyze collected samples in an American Hygiene Association-accredited laboratory using polarized light microscopy (PLM) for asbestos and flame atomic absorption (FAA) for lead.
- Conduct an inspection for other hazardous materials such as PCB light ballasts, fluorescent light tubes, and mercury switches.
- Prepare a written report for the site at the completion of the project that will include field floor plans showing sample locations, laboratory documentation for all samples collected, and recommendations as appropriate.

Fees

All services described will be provided for a fee of **\$1,650**.

Although a reasonable effort will be made to identify suspect materials, this does not guarantee that all possible sources of hazardous materials will be identified as certain building materials may be inaccessible or hidden by walls, flooring, partitions, etc. During demolition or renovation operations, building materials may be uncovered that may be suspect. These materials should be sampled and identified before activities resume.

Thank you for the opportunity to submit our proposal to you. We look forward to working with you on this project. If you have any questions, please call me at 831.649.4623.

Sincerely,
M³ Environmental LLC



Chris G. Gatward
Principal
California CAC No. 92-0216



March 12, 2024

Mr. Trevor Miller
Director of Facilities
Santa Cruz City Schools
536 Palm Street
Santa Cruz, CA 95060
831.429.3904 (p)

Via email:
trevormiller@sccs.net

Subject: Confirming Proposal for a Limited Asbestos and Lead Inspection for the Building 300 Renovation Project at Soquel High School Located at 401 Soquel San Jose Road in Soquel, California
Proposal No. 233547

Dear Mr. Miller:

M³ Environmental LLC (M³) is pleased to present this confirming proposal to provide a limited asbestos and lead inspection for the building 300 renovation project at Soquel High School located at 401 Soquel San Jose Road in Soquel, California. This proposal is based on information provided by you onsite and via email on February 2, 2024.

Project Understanding

M³ understands that there are plans to renovate sections of rooms 309-311L. Renovation activities will disturb asbestos materials and lead paint. At your request, we have already conducted a limited asbestos and lead inspection of the areas to be impacted by the project.

Scope of Work

This proposal presents the services needed to successfully complete this project based on the above understanding. M³ will provide the following services needed to successfully complete this project:

- Conduct a walk-through inspection of the building to delineate the scope of work, and to sample suspect asbestos containing materials (ACM) and lead containing paint (LCP) that may be impacted by the project. Asbestos samples will be analyzed by polarized light microscopy (PLM) and lead by flame atomic absorption (FAA).
- Submit samples to a laboratory accredited under the National Institute of Standards and Technology's (NIST) National Voluntary Lab Accreditation Program (NVLAP) and certified by the State of California CDPH Environmental Lab Accreditation Program (ELAP).
- Prepare and submit a written report at the completion of the project that will include a compilation of previous survey data, and include laboratory documentation for all samples collected, and recommendations as appropriate.

Fees

The services described will be provided for a **fee of \$1,500** based on the following schedule:

Staff/Expense	Budget	Unit	Total
Principal Consultant	1 hour	\$250/hour	\$250.00
Staff Environmental Consultant (Includes prep, travel, survey, report writing)	5 hours	\$125/hour	625.00
Clerical	1 hour	\$85/hour	85.00
Asbestos Bulk (PLM) Samples (3-day turnaround)	15 samples	\$18/each	270.00
Lead Samples (3-day turnaround)	7 samples	\$20/each	140.00
Mileage, FedEx, supplies, etc.			130.00
Inspection Total Fee			\$1,500.00

Limitations

Although a reasonable effort will be made to identify suspect materials, this does not guarantee that all possible sources of hazardous materials will be identified as certain building materials may be inaccessible or hidden by walls, flooring, partitions, etc. During demolition or renovation operations, building materials may be uncovered that may be suspect. These materials should be sampled and identified before activities resume.

Thank you for the opportunity to submit our proposal to you. If you have any questions, please call me at 831.649.4623.

Sincerely,
M³ Environmental LLC.



Chris G. Gatward
Principal



SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Moore Twining and Associates, Inc. Proposal for Branciforte Middle School Multistory Classroom Geotechnical Engineering and Geohazards Investigation

MEETING DATE: April 10, 2024

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve Moore Twining and Associates, Inc. proposal for Branciforte Middle School multistory classroom geotechnical engineering and geohazards investigation.

BACKGROUND:

This proposal consists of an estimate to provide geotechnical engineering services for the new multistory classroom building project which will replace the old shop buildings along Melrose Ave at Branciforte Middle School. This service is required by the Division of the State Architect.

FISCAL IMPACT:

\$18,250.00.00 Measure A Funds (Restricted), representing 0.10% of the overall site budget \$17,815,735.68 is the total Bond Allocation to Branciforte Middle School

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



February 26, 2024

MTP 24-0115

Mr. Trevor Miller
Director of Facility Services
Santa Cruz City Schools
536 Palm Street
Santa Cruz, CA 95060

Subject: Proposal for Geotechnical Engineering and Geohazards Investigation
Proposed Two-Story Classroom Building
Branciforte Middle School
315 Poplar Avenue, Santa Cruz, California

Dear Mr. Miller:

We appreciate the opportunity to submit this proposal to provide geotechnical engineering services for the new two-story classroom building project at Branciforte Middle School. This proposal outlines our understanding of the proposed projects, describes our scope of services, provides our estimate of fees for our services, and details the terms and limitations of our work. It is assumed the projects will be subject to California Prevailing Wage Laws.

GENERAL SITE AND PROJECT DESCRIPTIONS

This proposal was prepared based on a schematic design level site plan, review of online satellite imagery and our experience with similar projects.

A Site Plan (Sheet SK-1), Floor Plans (Sheet SK-2), Proposed Exterior Perspective (Sheets SK-3, SK-4, and SK-5), dated January 24, 2024, provided by Mr. Ismael Magaña with Peartree Belli Architects were reviewed. In addition, Mr. Magaña provided information about the project in an email dated February 15, 2024. The information provided indicates a new two-story classroom building is planned in the southern portion of Branciforte Middle School. The area is currently occupied by an existing building that will be demolished for construction of the new building. The south side of the building appears to be occupied by multiple bike rack areas and is close to an overhead power line. The east, north and west sides of the building appear to be paved with concrete walkways which appear to be accessible for a drill rig to drill borings for the new building. Based on information provided by Mr. Magaña, the first floor of the proposed building will have a footprint of 7,828 square feet which includes classrooms, a wood shop room, a janitorial storage room, staff restrooms, an elevator and elevator equipment room, and an electrical/mechanical room. The second floor is anticipated to be similar in size as the first floor and will include standard classrooms, science classrooms, science shared storage areas and a janitorial room adjacent to the elevator. The

building will be bordered by new Portland cement concrete pavements and asphalt concrete pavements for both pedestrian and vehicular traffic. Other appurtenant construction is anticipated to include new underground utilities and landscape areas.

ANTICIPATED SUBSURFACE SOIL, GROUNDWATER, AND GEOLOGIC CONDITIONS

Based on our review of the soil survey maps prepared by the U.S. Department of Agriculture, Natural Resources Conservation District, the site is mapped as being underlain by the Pinto loam unit, 0 to 2 percent slopes, which includes silty clays and silts in the upper 1¾ feet below site grade (BSG), underlain by sandy lean clays and clayey sands from about 1¾ feet to about 5 feet BSG.

The site has not been mapped by the California Geological Survey for liquefaction hazards. Based on our review of an interactive City of Santa Cruz GIS liquefaction hazard map, Branciforte Middle School is not mapped in a liquefaction hazard zone.

Based on our review of the “Geologic Map of California, Santa Cruz Sheet,” prepared by the Division of Mines, 1958, Branciforte Middle School is mapped in an area of Pleistocene marine and marine terrace deposits (Qm).

The California Department of Water Resources website indicates that groundwater depths in a well located about 2 miles east of the site and at a similar elevation ranged from about 32 feet below site grade (BSG) in March 2013 to a depth of 37 feet BSG in October 2015. The most recent depth of groundwater measured was 34 feet BSG measured in September of 2023.

PURPOSE OF INVESTIGATION

The purpose of the investigation at each site will be to conduct a field exploration and laboratory testing program, evaluate the data collected during the field and laboratory portions of the investigation, and provide geotechnical engineering parameters for use in project design. The intent of this investigation to satisfy the requirements of the 2022 California Building Code (CBC) related to geotechnical engineering studies.

In addition, the purpose of the investigation will be to conduct a geohazards assessment in accordance with California Geological Survey (CGS) Note 48.

SCOPE OF SERVICES

Moore Twining Associates, Inc. will provide the following services in connection with this project.

Research

Moore Twining will research readily available documents, such as geotechnical engineering reports in our library for projects near the site, previous reports pertaining to the subject site provided by the client, geologic hazard maps, geologic maps, fault hazard maps, soil survey reports, etc.

Geotechnical Field Exploration

The proposed drilling sites will be cleared by Underground Service Alert (U.S.A.) for member utilities prior to the start of the field exploration. This proposal also includes a fee for a private utility locator to reduce the potential for damage to existing utilities that will not be marked by USA members. It is also recommended that available plans be provided by the District showing the locations of existing underground utilities. A representative of the school site will be requested to review the boring locations for any potential conflicts with known underground utilities.

The field exploration will include a total of three (3) borings on the west, north and east sides of the existing building. Two (2) of the borings will be drilled to a depth of 20 feet BSG. One (1) of the borings will be drilled to a depth of 50 feet BSG.

This proposal assumes the 20-foot-deep soil borings will be backfilled with soil cuttings since groundwater is not anticipated to be encountered. However, the 50-foot boring, which will likely encounter groundwater, will be backfilled with neat cement grout based on Santa Cruz County requirements for borings that encounter groundwater. The boring locations for Branciforte Middle School are located in an area supporting Portland cement concrete pavements. Thus, the backfill of the boreholes will be topped with rapid setting concrete. This proposal assumes that the excess soil cuttings can be spread around some trees in landscaped areas at the site near the proposed building area. However, if spreading soil cuttings around trees in landscaped areas is not considering to be acceptable, then an add/alternate fee is included in this proposal to place the soil cuttings in 55-gallon drums. The drums would need to be temporarily stored at the school site until the results of analytical testing are available so that the drums can be hauled to the appropriate landfill by a waste hauler. Thus, the add/alternate fee in this proposal includes costs for three (3) 55-gallon drums, analytical testing of a composite sample from the drums, and hauling the drums to a non-hazardous waste landfill. The add/alternate fee for this assumes the soil cuttings would be non-hazardous and could be hauled to a non-hazardous waste landfill. In the event the soils cuttings are determined to be hazardous and need to be hauled to a hazardous waste landfill, then additional fees would be incurred.

During drilling of the test borings, standard penetration testing (SPT) will be performed, and both disturbed and undisturbed samples will be obtained for laboratory analysis. The field exploration will be conducted under the direction of a registered geotechnical engineer or geologist from our firm.

Based on our discussions with Mr. Ismael Magaña, it is our understanding that the investigation can be conducted during normal business hours, Monday through Friday. Fees for weekend, holiday or night work are not included in this proposal.

Laboratory Testing

Laboratory tests will be performed to determine pertinent engineering and index properties of the soils encountered at the site. These tests will include moisture and density, sieve analyses, Atterberg Limits, expansion index tests, consolidation, direct shear, and Resistance-value (R-value). In addition, laboratory tests will be conducted to determine corrosion characteristics including minimum resistivity, pH, chloride content and sulfate content.

Analysis and Recommendations

Your design professionals will be consulted concerning our findings and to discuss recommendations and alternatives. The Geotechnical Engineering and Geohazard Investigation report will contain our findings, analysis, conclusions, and recommendations for project design.

The report will contain will include at least the following:

1. A description of general subsurface soil and groundwater conditions encountered;
2. Soil profile type, site coefficients and adjusted Maximum Considered Earthquake spectral response acceleration parameters in accordance with the 2022 California Building Code;
3. Evaluation of geologic and seismic hazards including distance from site to nearest active fault, regional geology and regional fault maps, preparation of a geologic map of the site and geologic cross sections (using boring data from the geotechnical engineering investigation), evaluation of historic seismicity, preparation of a historical earthquake epicenter map relative to the site, and evaluations of other potential geologic hazards such as flooding, landslides, liquefaction, seiches, tsunamis and volcanic activity in accordance with the CGS requirements for Geohazard reports.
4. Recommendations for temporary excavations, trench excavation, trench backfill, and excavation stability;
5. Foundation design parameters including allowable soil bearing capacity, foundation depth, coefficient of friction, active and passive soil pressures;
6. Assessment of liquefaction potential and estimates of static and seismic settlement for foundation design;
7. Recommendations for slab-on-grade floors and exterior concrete flatwork;
8. Pavement recommendations for asphalt concrete and Portland cement concrete pavements;
9. Evaluation of soil corrosivity potential; and
10. Final test boring logs and laboratory test results.

**Proposal for Geotechnical Engineering and Geohazard Investigation
Proposed Two-Story Classroom Building
Branciforte Middle School, Santa Cruz, California**

**MTP 24-0115
February 26, 2024
Page 5**

Moore Twining’s professional services will be performed, our findings obtained, and our recommendations prepared in accordance with generally-accepted geotechnical engineering principles and practices at the time the work is performed. This warranty is in lieu of all other warranties either expressed or implied.

DELIVERABLES

Upon project completion, an electronic PDF copy of the geotechnical reports will be issued.

FEE ESTIMATE

The fees for the geotechnical engineering and geohazard investigation were estimated based upon the plan information provided by the client and our experience with similar projects. As indicated in this proposal, a fee for a private utility locator has been included to reduce the potential for damage to underground utilities not marked by USA members. The fee estimate for the geotechnical engineering and geohazard investigation, **not including** the add/alternate fee for drumming the soils, analytical testing and hauling the drums to a landfill, would be \$15,750. If the excess soil cuttings cannot be spread in a nearby dirt or planter area on the campus, the add/alternate fee for drumming the soils from the 50-foot boring, analytical testing and hauling the drums to a landfill could be added for a fee of \$2,500, increasing the total contract amount to \$18,250.

**Table No. 1
Fee Estimate for Geotechnical Engineering and Geohazard Investigation**

Description of Service	Estimated Fee
Private Utility Locator	\$1,400
Drilling Soil Borings and Backfill (Includes Drill Rig, Crew and Materials)	\$5,200
Field Engineer - Logging Soil Borings, Collecting Soil Samples	\$2,150
Laboratory Testing	\$1,600
Research, Engineering Analysis, Project Coordination and Report Preparation (Includes Geohazards Evaluation)	\$5,400
Total Base Bid Fee (not Including Placing Soils from 50-foot boring in Three (3) 55-Gallon Drums, Analytical Testing of Composite Sample from Drums, and Hauling Drums to Non-Hazardous Waste Landfill)	\$15,750

**Proposal for Geotechnical Engineering and Geohazard Investigation
Proposed Two-Story Classroom Building
Branciforte Middle School, Santa Cruz, California**

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Add/Alternate Fee	
Placing Soils from 50-foot boring in Three (3) 55-Gallon Drums, Analytical Testing of Composite Sample from Drums, and Hauling Drums to Non-Hazardous Waste Landfill	\$2,500*
Total Estimated Fee Including Add/Alternate Fee	\$18,250

Note: Fee estimate does not include shift differential time to conduct the field investigation at times other than normal business hours (non holiday or weekend).

* In the event the analytical testing indicates that the soils are considered to be hazardous, then additional fees would be incurred for hauling the drums to a hazardous waste landfill instead of a non-hazardous waste landfill.

If site conditions differ significantly from those anticipated as stated in this proposal, additional studies may be necessary. All additional work will be done only after the situation has been discussed and client authorization had been obtained.

The cost in this proposal includes transmitting the final copies of the report to the client via first class U.S. Mail. If it is desired that report be express mailed or transmitted via a facsimile machine, the additional cost will be charged in addition to the above lump sum fee on the final invoice. Payment is due upon receipt of invoice. A finance charge may be added to all balances more than thirty days old. This is computed at a rate of 1.5 percent per month which is an annual percentage rate of 18 percent. A monthly progress invoice will be issued for work completed during each month. A final invoice will be issued upon project completion.

SCHEDULE

After notice to proceed, the field exploration for the first site will begin within about ten working days, or upon agreement for the field work schedule with the school, whichever is later. It is anticipated that the report will be completed within about 5 to 6 weeks of completion of the field investigation.

TERMS

This proposal sets forth the terms and conditions under which Moore Twining Associates, Inc. will conduct the proposed geotechnical engineering investigation. Receipt of a signed purchase order, or written notice to proceed will serve as our notice to proceed and constitute permission to enter the site. To enter a property not owned by our client, Moore Twining would require written permission from the property owner or his agent. Moore Twining will not begin the investigation discussed in this proposal unless written authorization is received. A professional services agreement is attached to this proposal.

LIMITATION AND EXCLUSIONS

The client shall provide the right of entry to the project sites. Items to be provided by the client, if available, include a site plan showing structure locations, locations of existing underground utilities, and open access to the property to conduct the investigation. This proposal includes the cost for use of a private utility locator. However, this does not guarantee that all utilities will be located as plastic pipe with no tracer wire is often undetectable. No liability is assumed for damage to underground facilities or other site features that are not accurately marked in the field or shown on available site plans.

This proposal assumes the field investigations can be conducted during normal business hours. Fees for drilling on holidays or weekends are not included in this proposal.

This proposal assumes the subsurface conditions are agreeable to hollow stem auger drilling. Fees for other drilling equipment are not included.

The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. We will notify you as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials are encountered.

We will take measures that in our professional opinion are justified to preserve and protect the health and safety of our personnel and the public, and/or the environment. The additional cost of such work would be charged on a time-and-expense basis over and above the estimated fee for the geotechnical study. These charges would not be incurred unless approved by the Owner.

CLOSING

We appreciate being considered for this work. We are confident that you will be satisfied with the timely, cost efficient services we consistently deliver. If you have any questions regarding this proposal, please contact our office at your convenience at (800) 268-7021.

Sincerely,
MOORE TWINING ASSOCIATES, INC.



Read Andersen, RGE 2810
Division Manager

PROFESSIONAL SERVICES AGREEMENT

Between Santa Cruz City Schools and Moore Twining Associates, Inc.

Agreement entered into at Fresno, California

made this 21st day of March, 2024, by and between

Client:

Consultant:

Name Santa Cruz City Schools

Name Moore Twining Associates, Inc.

Address 536 Palm Street

Address 2527 Fresno Street

Santa Cruz, CA 95060

Fresno, California 93721

Phone (831) 429-3420

Phone (559) 268-7021

FAX

FAX (559) 268-7126

Santa Cruz City Schools and Moore Twining Associates, Inc. Agree as Follows:

Santa Cruz City Schools (hereafter called Client) intends to:

Retain consultant to provide geotechnical engineering services, as detailed in the attached proposal, identified as MTP 24-0115, dated February 26, 2024, hereinafter called "project".

A. Moore Twining Associates, Inc. (hereafter called Moore Twining) agrees to perform the following scope of services:

Provide Geotechnical Engineering services for the project outlined in the attached proposal, identified as MTP 24-0115, dated February 26, 2024.

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

Pursuant to the attached proposal, MTP 24-0115, dated February 26, 2024. Payment is due upon receipt of invoice. A finance charge may be added to all balances over 30 days old. This is computed at a rate of 1.5% per month which is an annual percentage rate of 18%.

C. This Agreement is subject to provisions 1 through 19 attached herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the provisions stated. Please sign below and initial the following page to initiate this contract.

IN WITNESS WHEREOF, the parties hereby execute this agreement on the dates and upon the provisions stated.

Client _____

Consultant Moore Twining Associates, Inc.

By _____

By 

Name/Title _____

Name/Title Read Andersen, Manager, Geotechnical Engineering Division

Date Signed _____

Date Signed 3-21-2024

Client and Moore Twining agree that the following provisions shall be part of their agreement:

1. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of client and Moore Twining. This agreement shall not be assigned by either client or Moore Twining without the prior written consent of the other.
2. All documents produced by Moore Twining under this agreement shall remain the property of Moore Twining and may not be used by client for any other endeavor without the written consent of Moore Twining.
3. Unless otherwise stated, Moore Twining will have access to the Site for activities necessary for the performance of their services. Moore Twining will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.
4. Unless otherwise specified, this agreement shall be governed by the laws of the State of California.
5. Client agrees not to permit any other person to use plans, drawings, or other work product prepared by Moore Twining, which plans, drawings, or other work product are not final and which are not signed, and stamped or sealed by Moore Twining. If Moore Twining's work product exists in electronic or computerized format, or is transferred in electronic or computerized format, the stamp, seal and signature shall be original and may not be a computer-generated copy, photocopy, or facsimile transmission of the original.
6. Client agrees that if client requests services not specified pursuant to the scope of services description within this agreement, client agrees to pay for all such additional services as extra work according to Moore Twining's current fee schedule.
7. This agreement may be terminated by the client or Moore Twining should the other fail to perform its obligations hereunder. In the event of termination, client shall pay Moore Twining for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
8. Client acknowledges that Moore Twining is not responsible for the performance of work or Site safety by third parties including, but not limited to, the construction contractor and its subcontractors.
9. Client shall pay the costs of checking and inspections fees, zoning and annexations applications fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.
10. Moore Twining is not responsible for delay caused by activities or factors beyond Moore Twining's reasonable control, including but not limited to, delays by governmental agencies, acts of God, failure of client to furnish timely information or approve or disapprove of Moore Twining's services or work product promptly, faulty performance by client or other contractors or governmental agencies. When such delays beyond Moore Twining's reasonable control occur, client agrees Moore Twining is not responsible for damages nor shall Moore Twining be deemed to be in default of this agreement.
11. Moore Twining shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits.
12. Moore Twining makes no representation concerning the estimated quantities and probable costs made in connection with maps, plans, specifications, reports or drawings other than that all such costs are estimates only and actual costs will vary. It is the responsibility of client to verify costs. In addition, estimates of land areas provided under this agreement are not to be considered precise unless consultant specifically agrees to provide the precise determination of such areas.
13. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including all safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and client further agrees to defend, indemnify and hold Moore Twining harmless from any and all liability, real or alleged, in connection with the performance of service on this project, excepting liability arising from the sole negligence of Moore Twining.
14. Moore Twining makes no warranty, either expressed or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the service or work product were performed pursuant to generally accepted standards of practice in California in effect at the time of performance.
15. In the event the client agrees to, permits, authorizes, constructs or permits construction of changes in the plans, specifications, and documents or does not follow recommendations or reports prepared by Moore Twining pursuant to this agreement, which changes are not consented to in writing by Moore Twining, client acknowledges that the changes and their effects are not the responsibility of Moore Twining and client agrees to release Moore Twining from all liability arising from the use of such changes and further agrees to defend, indemnify and hold harmless Moore Twining, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising from the changes and their effects.
16. In the event client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during any phase of the project, client agrees to notify Moore Twining and engage Moore Twining to prepare the necessary clarifications, adjustments, modifications or other changes to Moore Twining's services or work product before activities commence or further activity proceeds. Further, client agrees to have a provision in its construction contracts for the project which requires the contractor to notify client of any changes in field or other conditions so that client may in turn notify Moore Twining pursuant to this paragraph.
17. Client shall indemnify and hold harmless Moore Twining and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of client, anyone directly or indirectly employed by the client (except Moore Twining), or anyone for whose acts any of them may be liable.
18. In recognition of the relative risks, rewards, and benefits of the project to both client and Moore Twining, the risks have been allocated such that client agrees that, to the fullest extent permitted by law, Moore Twining's total liability to client and to all contractors and subcontractors for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed ten (10) times Moore Twining's fee or \$50,000.00 whichever is less. Such causes include, but are not limited to, Moore Twining's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.
19. (a) Notwithstanding any other provision of the Agreement and except for the provisions of (b) and (c), if a dispute arises regarding Moore Twining's fees pursuant to this contract, and if the fee dispute cannot be settled by discussions between client and Moore Twining, both client and Moore Twining agree to attempt to settle the fee dispute by mediation through the American Arbitration Association [or other mediation service] before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. (b) does not preclude or limit Moore Twining's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court. (c) does not preclude or limit Moore Twining's right to elect to perfect or enforce applicable mechanics lien remedies.