

**SANTA CRUZ CITY SCHOOLS DISTRICT  
 REGULAR MEETING FOR THE ELEMENTARY  
 AND SECONDARY DISTRICTS  
 WEDNESDAY, September 6, 2023  
 OPEN SESSION BEGINS AT 6:30 P.M.  
 ZOOM REMOTE BOARD MEETING**

**COMMUNITY MEMBERS CAN PARTICIPATE REMOTELY VIA ZOOM OR  
 IN PERSON AT THE COUNTY OFFICE OF EDUCATION, BOARD ROOM  
 400 ENCINAL STREET, SANTA CRUZ, CA.  
 MASKS ARE STRONGLY ENGOURAGED  
[Click on this link to join meeting.](#)**

Meeting ID: 821 8081 3835  
 Meeting Password: SCCS

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

*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 5:30 p.m.  
[Click on this link to make public comment on a closed session item.](#)*

**AGENDA**

|           | <b>Item</b>   | <b>Purpose / Support</b>  |
|-----------|---|---|
|           | <b>Agenda</b>   |   |
| <b>1.</b> | <b>Convene Closed Session</b>   | <b>5:00 p.m.</b>  |
| 1.1       | Roll Call   |   |
| 1.2       | AB 2449 Remote Attendance   |   |
| 1.3       | Public Comments prior to Closed Session   | <i>Members of the public may comment on items that are listed on the Closed Session Agenda.</i> |
| <b>2.</b> | <b>Closed Session Items</b>   |   |
| 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       | Interim Settlement Agreement: Special Education   | <i>Information for possible action.</i>   |
| 2.4       | Legal Counsel, Ongoing Litigation, regarding proposed settlement of claims related to e-cigarettes and vaping issues (Govt. Code Section 54952.2) | <i>Information for possible action.</i>   |
| 2.5       | Public Employee Performance Evaluation (Govt. Code Section 5497)  | <i>Title: Superintendent Subject: 2023-24 Goals</i>   |
| <b>3.</b> | <b>Convene Open Session</b>   | <b>6:30 p.m.</b>  |
| 3.1       | Welcome   |   |
| 3.2       | Pledge of Allegiance  |   |

**SANTA CRUZ CITY SCHOOLS DISTRICT  
 REGULAR MEETING FOR THE ELEMENTARY  
 AND SECONDARY DISTRICTS  
 WEDNESDAY, September 6, 2023  
 OPEN SESSION BEGINS AT 6:30 P.M.  
 ZOOM REMOTE BOARD MEETING**

---

| <b>Item</b>  | <b>Purpose / Support</b>  |
|--------------|---|
| 3.3          | Agenda Changes, Additions or Deletions & Announcements  |
| <b>4.</b>    | <b>Public Comments</b>  |
|              | <i>For presentations of matters <b>not</b> on the Agenda. 3 minutes for individuals; 15 minutes per subject.<br/> <b>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.</b></i> |
| <b>5.</b>    | <b>Superintendent's Report</b>  |
| 5.1          | Superintendent's Report   |
| 5.2          | Student Trustees' Reports   |
| <b>6.</b>    | <b>Board Members' Reports</b>   |
| 6.1          | Board Members' Reports  |
| 6.2          | Board President's Report  |
| <b>7.</b>    | <b>Approval of Minutes</b>  |
|              | <i>None</i>   |
| <b>8.</b>    | <b>General Public Business</b>  |
| <b>8.1</b>   | <b>Report of Closed Session Actions</b>   |
| 8.1.1        | Report of Actions Taken in Closed Session   |
| <b>8.2</b>   | <b>Items to Be Transacted and/or Discussed</b>  |
| <b>8.2.1</b> | <b>Educational Services</b>   |
| 8.2.1.1      | <a href="#">Staff Report: Annual Interdistrict Transfers and Open Enrollment Update</a>   |
|              | <i>Staff will present an annual report on Interdistrict Transfers and Open Enrollment</i>   |
| 8.2.1.2      | <a href="#">PUBLIC HEARING: Elementary and Secondary Textbook Sufficiency</a>   |
|              | <i>The Board of Education will hold a public hearing on Elementary and Secondary Textbook Sufficiency</i>   |
| 8.2.1.3      | <a href="#">New Business: Resolution 03-23-24: Elementary Textbook Sufficiency</a>  |
|              | <i>Recommendation: Approve Resolution 03-23-24: Elementary Textbook Sufficiency</i>   |
| 8.2.1.4      | <a href="#">New Business: Resolution 04-23-24: Secondary Textbook Sufficiency</a>   |
|              | <i>Recommendation: Approve Resolution 04-23-24: Secondary Textbook Sufficiency</i>  |

**SANTA CRUZ CITY SCHOOLS DISTRICT  
 REGULAR MEETING FOR THE ELEMENTARY  
 AND SECONDARY DISTRICTS  
 WEDNESDAY, September 6, 2023  
 OPEN SESSION BEGINS AT 6:30 P.M.  
 ZOOM REMOTE BOARD MEETING**

---

|              | <b>Item</b>   | <b><i>Purpose / Support</i></b>  |
|--------------|---|--|
| <b>8.2.2</b> | <b>Business Services</b>  |  |
| 8.2.2.1      | <a href="#">Staff Report: Opening Enrollment Report</a>   | <i>Staff will present a report on school enrollment</i>                              |
| 8.2.2.2      | <a href="#">Staff Report: Long Term Debt Report</a>   | <i>Staff will present the annual Long Term Debt Report</i>                           |
| <b>8.2.3</b> | <b>Human Resources</b>  |  |
| 8.2.3.1      | <a href="#">Staff Report: Annual New Employee Report</a>  | <i>Staff will present an annual report on New Employees</i>                          |
| <b>8.2.4</b> | <b>Governance/Superintendent</b>  |  |
| 8.2.4.1      | <a href="#">New Business: CSBA for Board Policies First and/or Final Reading</a>  | <i>Recommendation: Approve the new Board Policies for first and/or final reading</i> |
| <b>8.3</b>   | <b>Consent Agenda Non-Contract Items and Items to be Received: These matters may be passed by one roll call motion.</b> |  |
| <b>8.3.1</b> | <b>Educational Services</b>   |  |
| 8.3.1.1      | <a href="#">Overnight Field Trip Requests: Harbor and Soquel High Athletics</a>   |  |
| <b>8.3.2</b> | <b>Business Services</b>  |  |
| 8.3.2.1      | <a href="#">Purchase Orders, Bids &amp; Quotes</a>  |  |
| 8.3.2.2      | <a href="#">Warrant Register</a>  |  |
| 8.3.2.3      | <a href="#">Disposition of Surplus</a>  |  |
| 8.3.2.4      | <a href="#">4<sup>th</sup> Quarter Investment Report</a>  |  |
| 8.3.2.5      | <a href="#">Resolution 05-23-24: Authorized Signatures 2023-24</a>  |  |
| <b>8.3.3</b> | <b>Human Resources</b>  |  |
| 8.3.3.1      | <a href="#">Certificated Personnel Actions</a>  |  |
| 8.3.3.2      | <a href="#">Classified Personnel Actions</a>  |  |
| 8.3.3.3      | <a href="#">Revised Job Description: Elementary School Counselor</a>  |  |
| 8.3.3.4      | <a href="#">Revised Job Description: Secondary School Counselor</a>   |  |
| 8.3.3.5      | <a href="#">Revised Job Description and Salary Placement: Site Accounting Technician</a>                                |  |

**SANTA CRUZ CITY SCHOOLS DISTRICT  
REGULAR MEETING FOR THE ELEMENTARY  
AND SECONDARY DISTRICTS  
WEDNESDAY, September 6, 2023  
OPEN SESSION BEGINS AT 6:30 P.M.  
ZOOM REMOTE BOARD MEETING**

---

|              | <b>Item</b>   | <b>Purpose / Support</b> |
|--------------|---|--------------------------|
| 8.3.3.6      | <a href="#">Revised Job Description: Behavior Technician Special Education</a>  |                          |
| <b>8.3.4</b> | <b>Governance/Superintendent</b>  | <i>None.</i>             |
| <b>8.4</b>   | <b>Consent Agenda: General Contracts &amp; Agreements</b>   |                          |
| <b>8.4.1</b> | <b>Educational Services</b>   |                          |
| 8.4.1.1      | <a href="#">Consultant Services Agreement: WestEd - Elementary</a>  |                          |
| 8.4.1.2      | <a href="#">Memorandum of Understanding: Seniors Council Foster Grandparents Program</a>                                    |                          |
| 8.4.1.3      | <a href="#">Contract: Annual Renewal: EdPuzzle</a>  |                          |
| 8.4.1.4      | <a href="#">Memorandum of Understanding: Renewal: Dientes Community Dental Care</a>   |                          |
| 8.4.1.5      | <a href="#">Contract: Annual Renewal: UC Santa Cruz Work Study - AVID Tutors</a>  |                          |
| 8.4.1.6      | <a href="#">Victor Services Rate Revision</a>   |                          |
| 8.4.1.7      | <a href="#">Out of State Travel Request: Special Education</a>  |                          |
| 8.4.1.8      | <a href="#">Independent Consultant Agreement: TT4 Success</a>   |                          |
| 8.4.1.9      | <a href="#">Independent Consultant Agreement: Kim Cardilla</a>  |                          |
| <b>8.4.2</b> | <b>Business Services</b>  |                          |
| 8.4.2.1      | <a href="#">Encompass Head Start Lease Renewal</a>  |                          |
| 8.4.2.2      | <a href="#">Moore Twining: Proposal: HVAC Special Inspections and Materials Testing</a>                                     |                          |
| 8.4.2.3      | <a href="#">Contract: Smartbus Wifi</a>   |                          |
| 8.4.2.4      | <a href="#">Memorandum of Understanding between SCCS and Santa Cruz County Office of Education 2023-24: Hotspots</a>        |                          |
| 8.4.2.5      | <a href="#">Contract: Annual Renewal: Information Technology Professional Development Licenses: Computer Based Training</a> |                          |

**SANTA CRUZ CITY SCHOOLS DISTRICT  
REGULAR MEETING FOR THE ELEMENTARY  
AND SECONDARY DISTRICTS  
WEDNESDAY, September 6, 2023  
OPEN SESSION BEGINS AT 6:30 P.M.  
ZOOM REMOTE BOARD MEETING**

---

|       | <b>Item</b>   | <b><i>Purpose / Support</i></b> |
|-------|---|---------------------------------|
| 8.4.3 | <b>Human Resources</b>  | <i>None.</i>                    |
| 8.4.4 | <b>Governance/Superintendent</b>  | <i>None.</i>                    |
| 8.5   | <b>Consent Agenda: Bond Projects,<br/>Contracts, Agreements, Proposals, Bids<br/>&amp; Change Orders</b>                            |                                 |
| 8.5.1 | <a href="#"><u>Bosco Construction Services, Inc.: Contract:<br/>DeLaveaga Elementary School Cold<br/>Storage</u></a>                |                                 |
| 8.5.2 | <a href="#"><u>Dilbeck &amp; Sons Inc.: Change Order 1:<br/>DeLaveaga Elementary School Door<br/>Hardware Replacement</u></a>       |                                 |
| 8.5.3 | <a href="#"><u>Moore Twining: Change Order 1: Bay View<br/>Ball Wall Special Inspections and Materials<br/>Testing Services</u></a> |                                 |
| 8.5.4 | <a href="#"><u>Peartree+Belli Architects Inc.: Amendment<br/>Agreement: Westlake Elementary School<br/>Modernization</u></a>        |                                 |
| 8.5.5 | <a href="#"><u>Peartree+Belli Architects: Amendment<br/>Agreement: Westlake Elementary School<br/>Multi Project Overhead</u></a>    |                                 |
| 8.5.6 | <a href="#"><u>SC Systems: Change Order 1: Mission Hill<br/>Middle School Duct Detectors</u></a>                                    |                                 |
| 8.5.7 | <a href="#"><u>SecureAll: Change Order 2: District Wide<br/>Card Access Security System</u></a>                                     |                                 |
| 8.5.8 | <a href="#"><u>Verde Design: Change Order 3: Santa Cruz<br/>High School Baseball Backstop<br/>Modifications</u></a>                 |                                 |
| 9.6   | <b>Possible Items for Future Meeting<br/>Agendas</b>  |                                 |
| 10.   | <b>Adjournment</b>  |                                 |
| 11.   | <b>Return to Closed Session (if necessary)</b>  |                                 |
| 12.   | <b>Closed Session Action Report (if<br/>necessary)</b>  |                                 |

**SANTA CRUZ CITY SCHOOLS DISTRICT  
REGULAR MEETING FOR THE ELEMENTARY  
AND SECONDARY DISTRICTS  
WEDNESDAY, September 6, 2023  
OPEN SESSION BEGINS AT 6:30 P.M.  
ZOOM REMOTE BOARD MEETING**

---

| <b>Item</b>            | <b>Purpose / Support</b> |
|------------------------|--------------------------|
| <b>13. Adjournment</b> |                          |

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](http://sccs.net/board_of_education) or may be viewed at the District Office, 133 Mission St. Ste. 100, Santa Cruz, CA 95060.

**Public Participation:**

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

**Translation Requests:**

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

**Las Solicitudes de Traducción:**

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

**Board Meeting Information**

1. The Regular Board Meeting on September 20, 2023, 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 September 27, 2023, 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 October 11, 2023, 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 October 25, 2023, 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 November 8, 2023, 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 December 6, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
7. The Regular Board Meeting on December 13, 2023, 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 January 17, 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 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.
10. 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.
11. 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.
12. 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.
13. 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.

**SANTA CRUZ CITY SCHOOLS DISTRICT  
REGULAR MEETING FOR THE ELEMENTARY  
AND SECONDARY DISTRICTS  
WEDNESDAY, September 6, 2023  
OPEN SESSION BEGINS AT 6:30 P.M.  
ZOOM REMOTE BOARD MEETING**

---

14. 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.
15. The Study Session Meeting 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.
16. 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.
17. 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.
18. 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.
19. The Regular Board Meeting on June 12, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Inter-District Transfers and Open Enrollment Report

**MEETING DATE:** September 6, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

### **BACKGROUND:**

A permit authorizing attendance of a student outside his/her district of residence may be issued upon approval from the district of residence and the district of proposed attendance. Specific application guidelines for approval/denial of inter-district transfers are monitored directly through the office of the Director of Student Services.

Applications for Open Enrollment (Intra-District Transfers, or transfers between schools within the same district) are also processed through the Student Services Department, with similar guidelines and protocols.

Inter-district Transfers and instances of Open Enrollment have a direct impact on K-12 enrollment at each site and are monitored carefully. Staff meets with all families requesting new Inter-District Transfers out of the district. Additionally, phone interviews are conducted with some families when renewing their Inter-District applications. The purpose of these interviews is to identify reasons for leaving the district and allows SCCS staff to speak to available programs and opportunities.

Staff will present an annual report on Interdistrict Transfers and Open Enrollment.

### **FISCAL IMPACT:**

The elementary revenue formula is driven by the tax base and the secondary revenue formula is determined by average daily attendance rates. Enrollment directly determines secondary revenue. Both elementary and secondary expenditures for staffing and programs are also impacted by enrollment.

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.

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



# Annual Interdistrict Transfer & Open Enrollment *Update*

---

September 6, 2023



# Definitions

**Open Enrollment (OE)**: Transfer of students between schools *within our district*

- Students are approved based on program and space

**Interdistrict Transfers (IDT)**: Transfer of students *between different districts*

- Students are approved based on program and space



# Open Enrollment



# Open Enrollment Policy *BP 5116.1*

Parents/guardians of any student who resides within district boundaries **may apply to enroll their child in any district school regardless of the location of the residence** within the district.

**No student** currently residing within a school's attendance area **shall be displaced** by another student transferring from outside the attendance area



# Elementary Open Enrollment *Bay View*

| 23-24                 |    |             | 22-23 |    |            | 21-22 |    |             | 20-21 |    |              | 19-20 |    |            |
|-----------------------|----|-------------|-------|----|------------|-------|----|-------------|-------|----|--------------|-------|----|------------|
| From                  | To |             | From  | To |            | From  | To |             | From  | To |              | From  | To |            |
| BV                    | DL | 3           | BV    | DL | 2          | BV    | DL | 2           | BV    | DL | 10           | BV    | DL | 2          |
|                       | GA | 3           |       | GA | 0          |       | GA | 0           |       | GA | 2            |       | GA | 2          |
|                       | WL | 7           |       | WL | 4          |       | WL | 16          |       | WL | 8            |       | WL | 0          |
| <b>Total Out / In</b> |    | <b>13/8</b> |       |    | <b>6/3</b> |       |    | <b>18/9</b> |       |    | <b>20/18</b> |       |    | <b>4/8</b> |

GA = Gault



# Elementary Open Enrollment *DeLaveaga*

| 23-24                 |    |             | 22-23 |    |             | 21-22 |    |             | 20-21 |    |              | 19-20 |    |              |
|-----------------------|----|-------------|-------|----|-------------|-------|----|-------------|-------|----|--------------|-------|----|--------------|
| From                  | To |             | From  | To |             | From  | To |             | From  | To |              | From  | To |              |
| DL                    | BV | 2           | DL    | BV | 2           | DL    | BV | 3           | DL    | BV | 1            | DL    | BV | 3            |
|                       | GA | 4           |       | GA | 2           |       | GA | 3           |       | GA | 5            |       | GA | 11           |
|                       | WL | 0           |       | WL | 1           |       | WL | 2           |       | WL | 4            |       | WL | 1            |
| <b>Total Out / In</b> |    | <b>6/22</b> |       |    | <b>5/15</b> |       |    | <b>8/29</b> |       |    | <b>10/21</b> |       |    | <b>15/11</b> |

GA = Gault



# Elementary Open Enrollment *Gault*

| 23-24                 |    |             | 22-23 |    |            | 21-22 |    |             | 20-21 |    |             | 19-20 |    |             |
|-----------------------|----|-------------|-------|----|------------|-------|----|-------------|-------|----|-------------|-------|----|-------------|
| From                  | To |             | From  | To |            | From  | To |             | From  | To |             | From  | To |             |
| Gault                 | BV | 0           | Gault | BV | 0          | Gault | BV | 4           | Gault | BV | 9           | Gault | BV | 1           |
|                       | DL | 12          |       | DL | 8          |       | DL | 17          |       | DL | 8           |       | DL | 7           |
|                       | WL | 0           |       | WL | 1          |       | WL | 1           |       | WL | 0           |       | WL | 0           |
| <b>Total Out / In</b> |    | <b>12/7</b> |       |    | <b>9/2</b> |       |    | <b>22/3</b> |       |    | <b>17/8</b> |       |    | <b>8/13</b> |



# Elementary Open Enrollment *Westlake*

| 23-24                     |    |             | 22-23 |    |            | 21-22 |    |             | 20-21 |    |              | 19-20 |    |            |
|---------------------------|----|-------------|-------|----|------------|-------|----|-------------|-------|----|--------------|-------|----|------------|
| From                      | To |             | From  | To |            | From  | To |             | From  | To |              | From  | To |            |
| WL                        | BV | 6           | WL    | BV | 1          | WL    | BV | 2           | WL    | BV | 8            | WL    | BV | 4          |
|                           | DL | 7           |       | DL | 5          |       | DL | 4           |       | DL | 3            |       | DL | 2          |
|                           | GA | 0           |       | GA | 0          |       | GA | 0           |       | GA | 1            |       | GA | 0          |
| <b>Total<br/>Out / In</b> |    | <b>13/7</b> |       |    | <b>6/6</b> |       |    | <b>6/19</b> |       |    | <b>12/12</b> |       |    | <b>6/1</b> |

GA = Gault





# Open Enrollment Longitudinal Data Reflection for Elementary

For Elementary, from 2021-22 to 2023-24 students were only approved to transfer between our elementary schools for:

- **Two Way Immersion** and **Monarch**
- If they moved and want to remain at their same school
- If they have siblings at requested school

*A focused effort was made to maintain balanced enrollment at our elementary sites*



# Middle School Open Enrollment

| 23-24 |     |    | 22-23 |     |    | 21-22 |     |    | 20-21 |     |    | 19-20 |     |    |
|-------|-----|----|-------|-----|----|-------|-----|----|-------|-----|----|-------|-----|----|
| From  | To  |    | From  | To  |    | From  | To  |    | From  | To  |    | From  | To  |    |
| B4O   | MH  | 13 | B4O   | MH  | 20 | B4O   | MH  | 31 | B4O   | MH  | 30 | B4O   | MH  | 40 |
| MH    | B4O | 6  | MH    | B4O | 8  | MH    | B4O | 5  | MH    | B4O | 12 | MH    | B4O | 17 |



# High Open Enrollment Harbor

| 23-24     |      |     | 22-23 |      |     | 21-22 |      |     | 20-21 |      |     | 19-20 |      |     |
|-----------|------|-----|-------|------|-----|-------|------|-----|-------|------|-----|-------|------|-----|
| From      | To   |     | From  | To   |     | From  | To   |     | From  | To   |     | From  | To   |     |
| HHS       | SCHS | 64  | HHS   | SCHS | 78  | HHS   | SCHS | 81  | HHS   | SCHS | 61  | HHS   | SCHS | 67  |
|           | SHS  | 16  |       | SHS  | 15  |       | SHS  | 11  |       | SHS  | 11  |       | SHS  | 12  |
| Total Out |      | 80  |       |      | 93  |       |      | 92  |       |      | 72  |       |      | 79  |
| Total In  |      | 135 |       |      | 122 |       |      | 152 |       |      | 154 |       |      | 135 |



# High Open Enrollment *Santa Cruz*

| 23-24     |     |    | 22-23 |     |     | 21-22 |     |    | 20-21 |     |    | 19-20 |     |    |
|-----------|-----|----|-------|-----|-----|-------|-----|----|-------|-----|----|-------|-----|----|
| From      | To  |    | From  | To  |     | From  | To  |    | From  | To  |    | From  | To  |    |
| SCHS      | HHS | 16 | SCHS  | HHS | 3   | SCHS  | HHS | 16 | SCHS  | HHS | 10 | SCHS  | HHS | 13 |
|           | SHS | 6  |       | SHS | 1   |       | SHS | 6  |       | SHS | 1  |       | SHS | 2  |
| Total Out | 22  |    | 4     |     | 22  |       | 11  |    | 15    |     |    |       |     |    |
| Total In  | 85  |    | 105   |     | 113 |       | 89  |    | 94    |     |    |       |     |    |



# High Open Enrollment *Soquel*

| 23-24     |      |     | 22-23 |      |     | 21-22 |      |     | 20-21 |      |     | 19-20 |      |     |
|-----------|------|-----|-------|------|-----|-------|------|-----|-------|------|-----|-------|------|-----|
| From      | To   |     | From  | To   |     | From  | To   |     | From  | To   |     | From  | To   |     |
| SHS       | HHS  | 122 | SHS   | HHS  | 119 | SHS   | HHS  | 136 | SHS   | HHS  | 144 | SHS   | HHS  | 122 |
|           | SCHS | 21  |       | SCHS | 27  |       | SCHS | 32  |       | SCHS | 28  |       | SCHS | 27  |
| Total Out | 143  |     | 146   |      |     | 168   |      |     | 172   |      |     | 149   |      |     |
| Total In  | 23   |     | 16    |      |     | 17    |      |     | 12    |      |     | 14    |      |     |



# Open Enrollment Longitudinal Data Reflection for Secondary

## Middle Schools

- Over the last several years, *more families are staying in their home schools.*

## High Schools

- There has been *significant movement between our high schools* with least amount of movement out of SCHS.
- The impact of open enrollment is offset by IDTs entering our district



# Interdistrict Transfers

---



# Allowable Reasons for Interdistrict Transfers BP 5117 *(Based on Ca. Ed. Code)*

- Student has been determined to be a **victim of bullying**
- **Childcare** needs
- **Mental/Physical Health needs** as certified by appropriate personnel
- **Sibling** in receiving district
- **Completion of current school year** *(after moving)*
- **Remain with graduating class** in current year





# Allowable Reasons for Interdistrict Transfers BP 5117 *(Based on Ca. Ed. Code)*

- Allow High School Senior to **attend same school as Junior year** *(after moving)*
- Written evidence of **future residency**
- Student will be **living out of district for 1 year** or less
- **SARB/Court**
- **Program** not offered in district of residence
- **Change in environment** for reasons of personal/social adjustment



# Comprehensive Elementary Interdistrict Transfers *into* SCCS

| Site         | 23-24     | 22-23     | 21-22               | 20-21     | 19-20     |
|--------------|-----------|-----------|---------------------|-----------|-----------|
| Bay View     | 7         | 6         | 5                   | 9         | 10        |
| DL           | 36        | 21        | 18                  | 18        | 13        |
| Gault        | 8         | 6         | 5                   | 7         | 1         |
| WL           | 7         | 12        | 10                  | 7         | 8         |
| Monarch      | 2         | 1         | 1                   | 0         | 0         |
| Staff IDTs   | 36        | 31        | 22                  | 18        | 25        |
| <b>TOTAL</b> | <b>58</b> | <b>46</b> | 26/433<br><b>39</b> | <b>41</b> | <b>32</b> |



# Entering IDT Districts of Origin *Elementary*

| District           | 23-24 | 22-23 | 21-22 | 20-21 | 19-20 |
|--------------------|-------|-------|-------|-------|-------|
| Bonny Doon         | 1     | 1     | 1     | 1     | 2     |
| Live Oak           | 18    | 15    | 15    | 13    | 11    |
| Pajaro Valley      | 10    | 4     | 8     | 3     | 4     |
| San Lorenzo Valley | 9     | 6     | 4     | 5     | 5     |
| Soquel Union       | 3     | 12    | 6     | 14    | 8     |
| Alisal Union       | 0     | 0     | 0     | 1     | 0     |



# Entering IDT Districts of Origin *cont.*

| District            | 23-24 | 22-23 | 21-22 | 20-21 | 19-20 |
|---------------------|-------|-------|-------|-------|-------|
| Scotts Valley       | 6     | 6     | 4     | 4     | 3     |
| No. Monterey County | 0     | 1     | 1     | 1     | 2     |
| Happy Valley        | 1     | 1     | 1     | 0     | 1     |
| Pacific Elementary  | 4     | 2     | 0     | 0     | 0     |
| Los Gatos           | 0     | 1     | 0     | 0     | 0     |
| San Jose Unified    | 0     | 0     | 1     | 0     | 0     |



# Comprehensive Middle School IDTs *entering*

| Site | 23-24 | 22-23 | 21-22 | 20-21 | 19-20 | 18-19 |
|------|-------|-------|-------|-------|-------|-------|
| BMS  | 41    | 30    | 28    | 25    | 32    | 21    |
| MHMS | 36    | 23    | 25    | 21    | 26    | 14    |



# Comprehensive High School IDTs *entering*

| Site                   | 23-24 | 22-23 | 21-22 | 20-21 | 19-20 | 18-19 |
|------------------------|-------|-------|-------|-------|-------|-------|
| Harbor High School     | 64    | 49    | 66    | 67    | 58    | 31    |
| Santa Cruz High School | 84    | 86    | 67    | 51    | 56    | 45    |
| Soquel High School     | 149   | 127   | 136   | 157   | 137   | 111   |



# Entering IDT Districts of Origin *Secondary*

| District            | 23-24 | 22-23 | 21-22 | 20-21 | 19-20 |
|---------------------|-------|-------|-------|-------|-------|
| Live Oak            | 22    | 11    | 15    | 18    | 17    |
| Pajaro Valley       | 212   | 176   | 213   | 230   | 205   |
| San Lorenzo Valley  | 38    | 35    | 37    | 34    | 27    |
| Soquel Union        | 20    | 17    | 23    | 26    | 23    |
| Scotts Valley       | 80    | 64    | 48    | 31    | 33    |
| Los Gatos/ Saratoga | 2     | 4     | 2     | 1     | 1     |
| Bonny Doon          | 9     | 3     | 3     | 2     | 2     |
| San Benito          | 1     | 1     | 0     | 2     | 0     |



# Entering IDT Districts of Origin *Secondary*

| District           | 23-24 | 22-23 | 21-22 | 20-21 | 19-20 |
|--------------------|-------|-------|-------|-------|-------|
| La Honda-Pescadero | 1     | 2     | 3     | 3     | 2     |
| Loma Prieta        | 1     | 2     | 1     | 0     | 0     |
| Los Gatos Unified  | 1     | 0     | 0     | 1     | 1     |
| North Monterey     | 4     | 2     | 3     | 2     | 4     |
| Pacific Elementary | 2     | 0     | 1     | 0     | 1     |
| Salinas USD        | 3     | 1     | 1     | 2     | 2     |





# Data Reflection *Entering* IDTs

**Elementary:** *Increase in students entering our district over the last five years*

**Middle School:** *IDTs have more than doubled over the last five years*

**High School:** *Overall increasing number of IDTs*

**Most IDTs are from** *Live Oak, Pajaro Valley & Scotts Valley*



# Specific Restrictions *in* Limiting Outgoing IDT Requests

- Number of student transfers out has reached limit specified in Ed Code 48307 (Based on no more than 3% ADA which is 52 students in Elementary and 132 students in Secondary)
- Negative budget certification
- Negative impact on court ordered/voluntary desegregation
- Racial and ethnic balance of the district (Ca. Constitution Art 1: Sec 31)



# KEY: Family Reported Reasons for *Outgoing IDTs*

- **Childcare**
- **Program Preference:** Programs not offered by SCCS
- **Safety:** Request made due to physical/emotional well being
- **Graduating Class:** to remain with peers in current school setting (5th/7th/12th)
- **Family moved to SCCS** but wanted to remain with peers



# KEY: Family Reported Reasons *for* *Outgoing IDTs*

- **Sibling** currently attends requested school
- **Parent** works in or near requested school
- Parent indicated *specific bullying* at school of residence



# Outgoing IDTs *for Elementary*

|            | 23-24 | 22-23 | 21-22 | 20-21 | 19-20 |
|------------|-------|-------|-------|-------|-------|
| Elementary | 201   | 222   | 257   | 268   | 245   |



# Exiting IDT Districts *Elementary*

| District           | 23-24 | 22-23     | 21-22 | 20-21 | 19-20 |
|--------------------|-------|-----------|-------|-------|-------|
| Live Oak           | 44    | 46        | 39    | 64    | 59    |
| Pajaro Valley      | 9     | 5         | 9     | 6     | 4     |
| San Lorenzo Valley | 6     | 6         | 4     | 5     | 5     |
| Soquel Union       | 10    | 14        | 21    | 16    | 23    |
| Scotts Valley      | 50    | 33        | 65    | 76    | 85    |
| Pacific            | 61    | 76 38/433 | 73    | 80    | 81    |

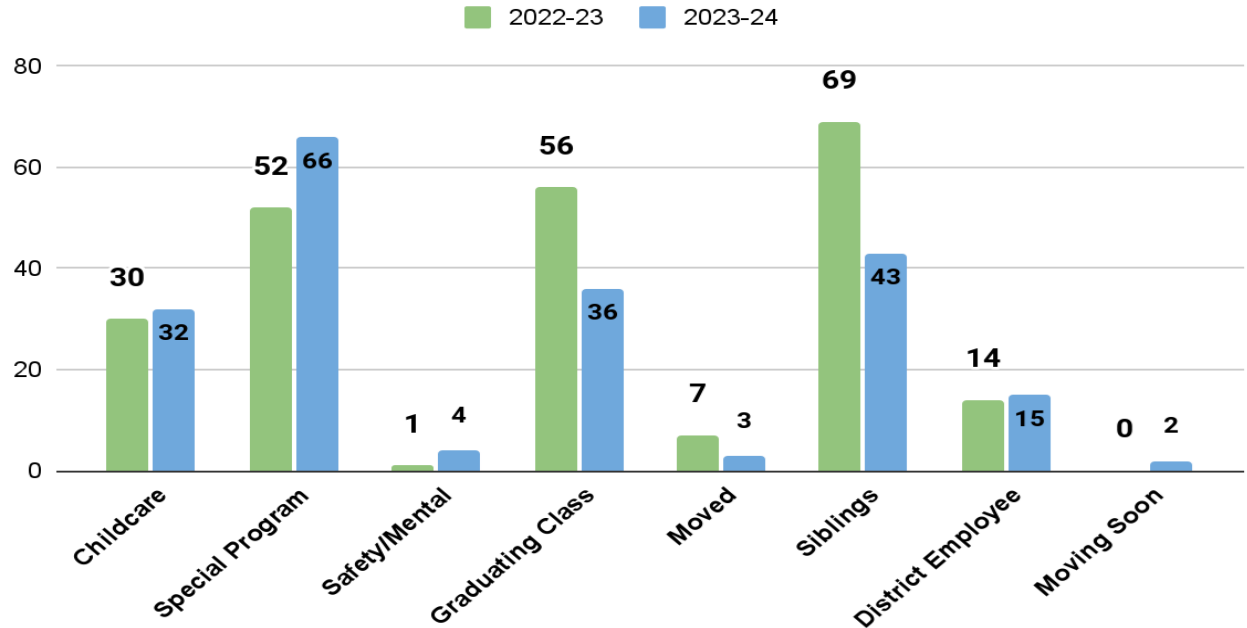


# Exiting IDT Districts *cont.*

| District        | 23-24 | 22-23 | 21-22 | 20-21 | 19-20 |
|-----------------|-------|-------|-------|-------|-------|
| Happy Valley    | 7     | 13    | 16    | 18    | 22    |
| Campbell Union  | 1     | 0     | 0     | 0     | 0     |
| Los Altos       | 3     | 0     | 0     | 0     | 0     |
| Los Gatos Union | 1     | 0     | 0     | 0     | 0     |
| Luther Burbank  | 1     | 0     | 0     | 0     | 0     |
| Mountain        | 8     | 0     | 0     | 0     | 0     |

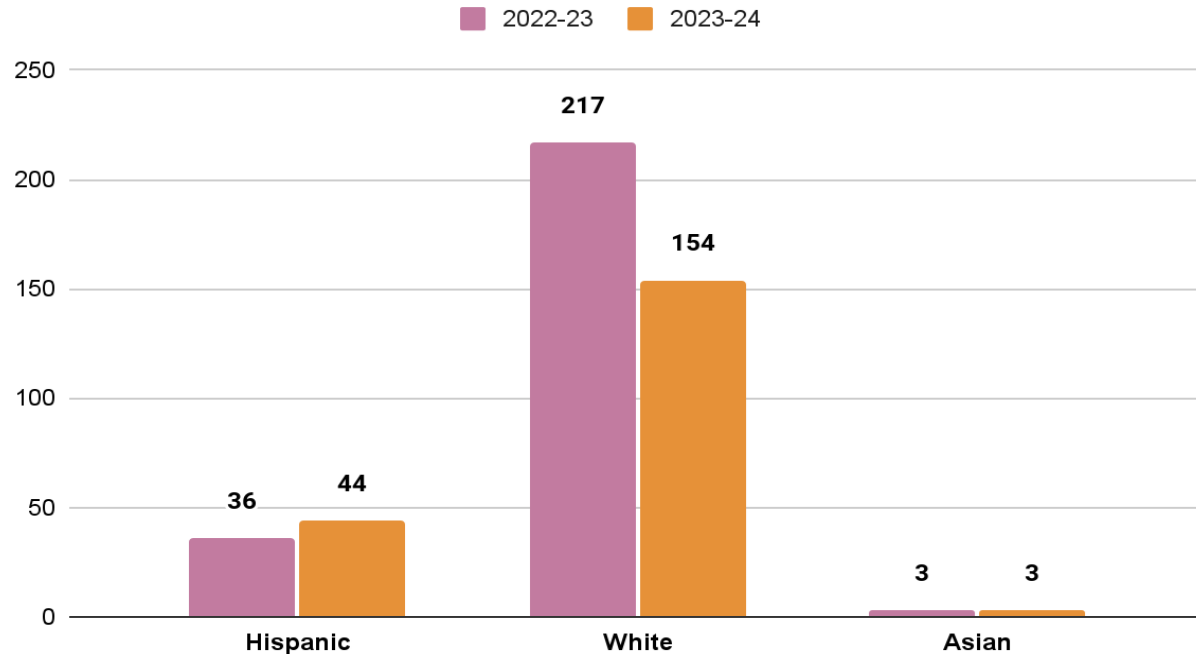


# TK-5th Grade Family Reasons for Exiting: 22/23 vs 23/24





# TK-5th Outgoing IDT *by Ethnicity*



# Data Reflection: *Outgoing IDT Trends for Elementary*

Elementary *outgoing IDTs have been declining* since 2020-21 due only releasing per Ed Code.

Greatest number of outgoing transfer requests are:

- To **remain with graduating class**
- Location of **childcare**
- Student has **sibling in other district**
- Specialized **program in other district**

Majority of outgoing IDTs for elementary are for Pacific Elementary, Live Oak, and Scotts Valley Unified School Districts



# **Outgoing IDTs** *for Secondary*

|           | 23-24 | 22-23 | 21-22 | 20-21 | 19-20 |
|-----------|-------|-------|-------|-------|-------|
| Secondary | 228   | 253   | 287   | 299   | 321   |



# Exiting IDT Districts of Origin *Secondary*

| District           | 23-24 | 22-23 | 21-22 | 20-21 | 19-20 |
|--------------------|-------|-------|-------|-------|-------|
| Happy Valley       | 4     | 3     | 2     | 3     | 4     |
| Live Oak           | 35    | 29    | 36    | 33    | 38    |
| Pacific            | 11    | 7     | 7     | 7     | 6     |
| Pajaro Valley      | 20    | 27    | 30    | 26    | 34    |
| San Lorenzo Valley | 15    | 18    | 29    | 38    | 51    |
| Soquel Union       | 29    | 24    | 26    | 16    | 22    |

44/433

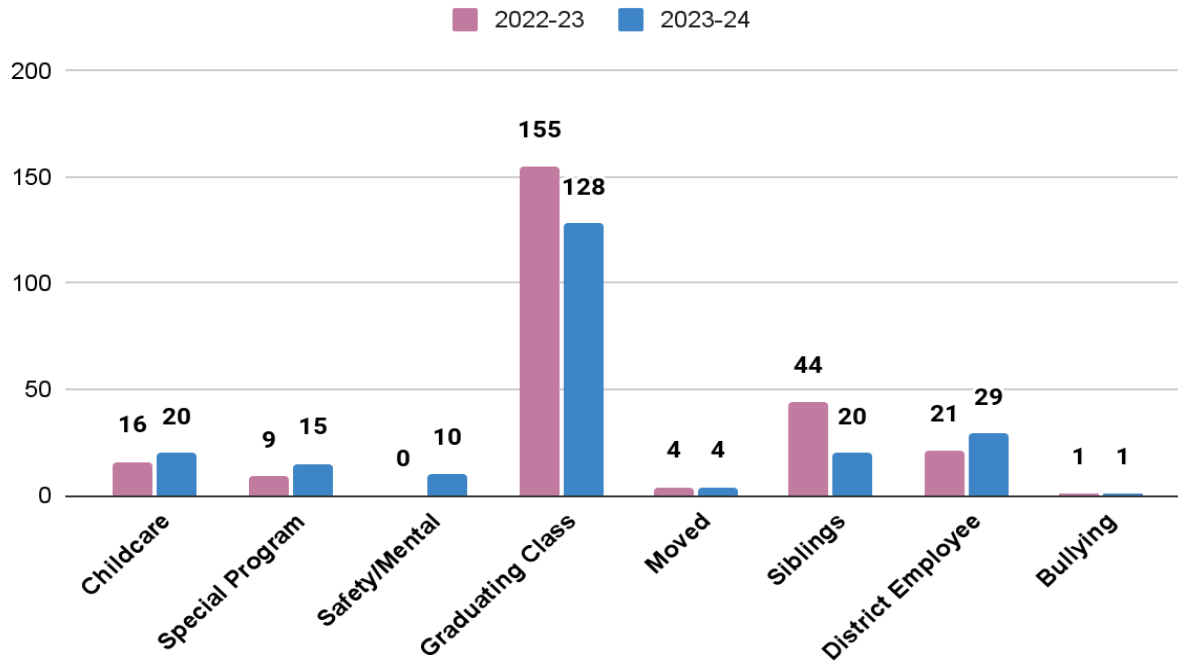


# Exiting IDT Districts of Origin *cont.*

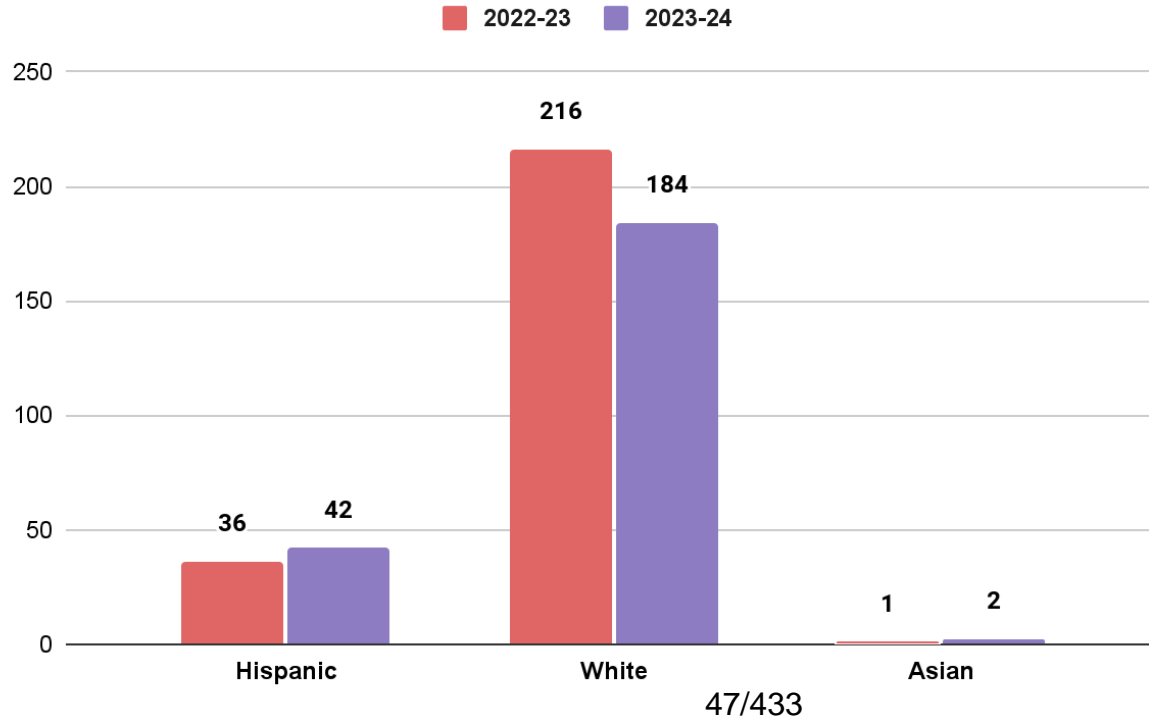
| District           | 23-24 | 22-23 | 21-22 | 20-21 | 19-20 |
|--------------------|-------|-------|-------|-------|-------|
| Scotts Valley      | 105   | 130   | 150   | 154   | 161   |
| Campbell Union     | 1     | 0     | 0     | 0     | 0     |
| Cupertino USD      | 2     | 0     | 0     | 0     | 0     |
| Los Gatos/Saratoga | 3     | 0     | 0     | 0     | 0     |
| Palo Alto          | 1     | 0     | 0     | 0     | 0     |
| San Jose Unified   | 2     | 0     | 0     | 0     | 0     |



# 6th-12th Grade Family Reasons for Exiting: 22/23 vs 23/24



# 6th-12th Outgoing IDT *by Ethnicity*



# Data Reflection: *Outgoing IDT Trends for Secondary*

- Secondary ***outgoing IDTs have been declining*** since 2020-21 due to only releasing per Ed Code
- Greatest number of outgoing transfer requests were to ***remain with graduating class*** or ***to attend where parent works***
- Majority of outgoing secondary IDTs go to Scotts Valley Unified School District, although the overall number is declining





# Thank You & Questions

---

September 6 2023



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Public Hearing: Elementary & Secondary Textbook Sufficiency

**MEETING DATE:** September 6, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

### **BACKGROUND:**

In order to be eligible to receive instructional materials funds, Section 60119 (a)(1) of the Education Code requires the Governing Board of each Local Educational Agency to hold an annual public hearing. Public participation is encouraged. The purpose of the hearing is to make a determination, through a resolution, as to whether each pupil in the district has or will have, prior to the end of the fiscal year, sufficient textbooks or instructional materials in specified subjects that are aligned to the academic content standards. These are to be consistent with the content and cycles of the curriculum frameworks adopted by the California State Board of Education.

This Public Hearing fulfills the compliance requirement relating to state program laws and regulations for the fiscal year 2023-24. Santa Cruz City Schools follows the requirement and the procedures for textbook and instructional materials expenditures in compliance with Education Code 60117 et. seq.

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

District Goal #1: All Santa Cruz City School students will be college ready and will successfully access post-secondary educational and career opportunities.

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

**AGENDA ITEM: 8.2.1.2**



# NOTICE OF PUBLIC HEARING

## ELEMENTARY AND SECONDARY TEXTBOOK SUFFICIENCY IN SANTA CRUZ CITY SCHOOLS

DATE:

WEDNESDAY, SEPTEMBER 6TH, 2023

TIME:

6:30 P.M.

LOCATION:

SCCS BOARD OF TRUSTEES MEETING

Zoom Link:

[https://sccs-net.zoom.us/j/82180813835?  
pwd=NXJ4QUNBbEtabDgySjZHdytFSWVMQTo9](https://sccs-net.zoom.us/j/82180813835?pwd=NXJ4QUNBbEtabDgySjZHdytFSWVMQTo9)

Passcode: SCCS

The purpose of the hearing is to provide a public forum for community input regarding  
sufficiency of textbooks and instructional materials.

You are invited to attend.



## **AVISO DE AUDIENCIA PÚBLICA**

### **SUFICIENCIA DE LIBROS DE TEXTO Y MATERIALES DE INSTRUCCIÓN EN LAS ESCUELAS DE LA CIUDAD DE SANTA CRUZ**

**FECHA:**

**MIÉRCOLES 6 DE SEPTIEMBRE 2023**

**HORA: 6:30 de la tarde**

**LUGAR:**

**JUNTA DEL CONSEJO DE ADMINISTRACIÓN DE  
SCCS**

**Enlace de zoom:**

**[https://sccs-net.zoom.us/j/82180813835?  
pwd=NXJ4QUNBbEtabDgySjZHdytFSWVMQTo9](https://sccs-net.zoom.us/j/82180813835?pwd=NXJ4QUNBbEtabDgySjZHdytFSWVMQTo9)**

**contraseña: SCCS**

El propósito de la audiencia es proporcionar un foro público para la opinión de la comunidad con respecto a la adecuación de libros de texto y materiales de instrucción. Usted está invitado a asistir.

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** New Business: Resolution 04-23-24 Elementary Textbook Sufficiency

**MEETING DATE:** September 6, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve Resolution for Sufficiency of Textbooks and Instructional Materials in the Elementary District for the 2023-24 Fiscal Year.

**BACKGROUND:**

In order to be eligible to receive instructional materials funds, Section 60119 (a)(1) of the Education Code requires the Governing Board of each Local Educational Agency to hold an annual public hearing. Public participation is encouraged. The purpose of the hearing is to make a determination, through a resolution, as to whether each pupil in the district has or will have prior to the end of the fiscal year, sufficient textbooks or instructional materials in specified subjects that are aligned to the academic content standards. These are to be consistent with the content and cycles of the curriculum frameworks adopted by the California State Board of Education.

Santa Cruz City Schools follows the requirements and the procedures for textbook and instructional materials expenditures in compliance with Education Code 60117 et. seq.

At the start of this school year, enrollment was greater than projected at some sites, so additional textbooks were ordered for some subject areas. These textbooks have been received and there are sufficient materials for all students.

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

District Goal #1: All Santa Cruz City School students will be college ready and will successfully access post-secondary educational and career opportunities.

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

**A RESOLUTION OF THE GOVERNING BOARD OF  
SANTA CRUZ CITY SCHOOLS  
Resolution 04-23-24**

**Sufficiency of Elementary Textbooks and Instructional Materials**

(Ed. Code Section 60119)

(Revised by Chapter 118, Statutes of 2005 and CCR, Title 5, Section 9531)

**WHEREAS**, the Governing Board of Santa Cruz City Schools Elementary District, in order to comply with the requirements of Education Code Section 60119 held a public hearing on **September 6, 2023, at 6:30 P.M.**, which is on or before the fourth week of school and which did not take place during or immediately following school hours, and;

**WHEREAS**, the Governing Board provided at least 7 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

**WHEREAS**, the Governing Board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

**WHEREAS**, information was provided at the public hearing and to the Governing Board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and;

**WHEREAS**, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

**WHEREAS**, between the 2008-09 through the 2023-24 fiscal years, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the district have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

**WHEREAS**, sufficient textbooks and instructional materials, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks, were provided to each student, including English learners, in the following subjects:

**English/Language Arts**, including the **ELD** component of an adopted program

**Mathematics**

**Science**

**History-Social Science**

**WHEREAS**, sufficient textbooks or instructional materials were provided to each pupil enrolled in **Foreign Language** or **Health** classes, and;

**WHEREAS**, laboratory science equipment was available for **Science** laboratory classes offered in grades 9-12, inclusive;

**THEREFORE IT IS RESOLVED** that for the 2023-24 school year, the Santa Cruz City Schools Elementary District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

AYES:

NOES:

ABSENT OR NOT VOTING:

**Attested to:**

---

Secretary of the Governing Board  
of Santa Cruz City Schools

---

President of the Governing Board  
of Santa Cruz City Schools

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** New Business: Resolution 04-23-24 Secondary Textbook Sufficiency

**MEETING DATE:** September 6, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

### **RECOMMENDATION:**

Approve Resolution for Sufficiency of Textbooks and Instructional Materials in the Secondary District for the 2023-24 Fiscal Year.

### **BACKGROUND:**

In order to be eligible to receive instructional materials funds, Section 60119 (a)(1) of the Education Code requires the Governing Board of each Local Educational Agency to hold an annual public hearing. Public participation is encouraged. The purpose of the hearing is to make a determination, through a resolution, as to whether each pupil in the district has or will have prior to the end of the fiscal year, sufficient textbooks or instructional materials in specified subjects that are aligned to the academic content standards. These are to be consistent with the content and cycles of the curriculum frameworks adopted by the California State Board of Education.

Santa Cruz City Schools follows the requirements and the procedures for textbook and instructional materials expenditures in compliance with Education Code 60117 et. seq.

This year, there was an insufficiency in textbooks or instructional materials in the following schools and subjects:

Subjects and percentages of students in the course with insufficient textbooks: **Soquel High School:** 37 Advanced Placement Spanish textbooks - 100% of students enrolled in the course (37/37 students)

#### **Harbor High School:**

- 57 International Baccalaureate (IB) Math textbooks - 35% of students enrolled in the course (60/163 students)
- 31 International Baccalaureate (IB) Chemistry textbooks - 100% of students enrolled in the course (31/31 students)
- 25 Advanced Placement (AP) Statistics textbooks - 23% of students enrolled in the course (25/102 students)



Reasons for the insufficiency are as follows:

**Soquel High School:** Decision to move away from a Curriculum Map to the use of textbooks in this course.

**Harbor High School:**

- IB Mathematics: Increase in enrollment led to insufficiency.
- IB Chemistry: This course is new in the 23-24 school year.
- AP Statistics: Increase in enrollment led to insufficiency.

Pupils have sufficient textbooks, materials and equipment in the following courses:

- Foreign Language
- Health
- Science laboratory equipment

All textbooks have been ordered, but delivery times vary due to demand, availability and shipment times. Typically, textbooks are received within 2 weeks of an order. Additionally, there will be a review of systems for identifying textbook needs before the end of the school year to ensure adequate materials in subsequent years.

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

District Goal #1: All Santa Cruz City School students will be college ready and will successfully access post-secondary educational and career opportunities.

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

**A RESOLUTION OF THE GOVERNING BOARD OF  
SANTA CRUZ CITY SCHOOLS  
Resolution 04-23-24**

**Sufficiency of Secondary Textbooks and Instructional Materials**

(Ed. Code Section 60119)

(Revised by Chapter 118, Statutes of 2005 and CCR, Title 5, Section 9531)

**WHEREAS**, the Governing Board of Santa Cruz City Schools Secondary District, in order to comply with the requirements of Education Code Section 60119 held a public hearing on **September 6, 2023, at 6:30 P.M.**, which is on or before the fourth week of school and which did not take place during or immediately following school hours, and;

**WHEREAS**, the Governing Board provided at least 7 days' notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

**WHEREAS**, the Governing Board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

**WHEREAS**, information was provided at the public hearing and to the Governing Board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and;

**WHEREAS**, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

**WHEREAS**, between the 2008-09 through the 2023-24 fiscal years, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the district have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

**WHEREAS**, sufficient textbooks and instructional materials, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks, were provided to each student, including English learners, in the following subjects:

**English/Language Arts**, including the **ELD** component of an adopted program, **History-Social Science**

**WHEREAS**, sufficient textbooks or instructional materials were provided in **Health** classes, and;

**WHEREAS**, laboratory science equipment was available for Science laboratory classes offered in grades 9-12, inclusive;

**WHEREAS**, information at the public hearing and to the governing board at the public meeting detailed that insufficient textbooks or instructional materials were provided to pupils in the following subjects at district schools:

Subjects and percentages of students in the course with insufficient textbooks:

**Soquel High School:** 37 Advanced Placement Spanish textbooks - 100% of students enrolled in the course (37/37 students)

**Harbor High School:**

- 57 International Baccalaureate (IB) Math textbooks - 35% of students enrolled in the course (60/163 students)
- 31 International Baccalaureate (IB) Chemistry textbooks - 100% of students enrolled in the course (31/31 students)
- 25 Advanced Placement (AP) Statistics textbooks - 23% of students enrolled in the course (25/102 students)

**WHEREAS,** the insufficient textbooks or instructional materials listed above were not provided at each school due to the follow reasons:

**Soquel High School:** Decision to move away from a Curriculum Map to the use of textbooks in AP Spanish.

**Harbor High School:**

- IB Mathematics: Increase in enrollment led to insufficiency.
- IB Chemistry: This course is new in the 23-24 school year.
- AP Statistics: Increase in enrollment led to insufficiency.

**WHEREAS,** sufficient textbooks or instructional materials were provided to each pupil enrolled in **Foreign Language** or **Health** classes, and;

**WHEREAS,** laboratory science equipment was available for **Science** laboratory classes offered in grades 9-12, inclusive;

**THEREFORE IT IS RESOLVED** that the for the 23-24 school year, Santa Cruz City Schools has not provided each pupil with sufficient textbooks and instructional materials consistent with the cycles nad content of the curriculum framework, and;

Be it further resolved, that the following actions will be taken to ensure that all students have sufficient textbooks or instructional materials in all subjects that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks within two months of the beginning of the school year in which this determination is made.

Actions to be taken:

- All needed textbooks have been ordered.
- Review of systems for identifying textbook needs before the beginning of the school year.

AYES:

NOES:

ABSENT OR NOT VOTING:

**Attested to:**

Secretary of the Governing Board  
of Santa Cruz City Schools

President of the Governing Board  
of Santa Cruz City Schools  
59/433

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Opening Enrollment Report 2023-24

**MEETING DATE:** September 6, 2023

**FROM:** Jim Monreal, Assistant Superintendent Business Services

**THROUGH:** Kris Munro, Superintendent

**BACKGROUND:**

The attached report shows attendance by site on August 21st, the eighth day of the 2023-24 school year. The 2023-24 numbers represent the “head count” on that day. The information below compares 2023-24 actual enrollment to the 2023-24 projected enrollment, as well as the October 2022 CBEDS enrollment.

| Gradespan          | Projection Difference | 2022 CBEDS Difference |
|--------------------|-----------------------|-----------------------|
| Elementary Schools | +125                  | +20                   |
| Secondary Schools  | +212                  | +111                  |
| Small Schools      | -28                   | +5                    |
| Total              | +309                  | +136                  |

Human Resources worked diligently to staff the District according to projected numbers and hired late in the 2023 summer to match students as enrollment was verified. Human Resources partnered with the Business team to match budget to positions. The chart below reflects year over year staffing changes at each grade span:

| Gradespan          | Full Time Equivalency Difference |
|--------------------|----------------------------------|
| Elementary Schools | -1.00                            |
| Secondary Schools  | -0.31                            |
| Small Schools      | -0.40                            |
| Total              | -1.71                            |

**FISCAL IMPACT:**

With Senate Bill 98, Santa Cruz City Schools is projected to be funded at the attendance rate for 2023-24. The district has attempted to match staffing levels to projected enrollment numbers. With the guaranteed funding in 2023-24 tied to 2022-23 average daily attendance, staff will

**AGENDA ITEM: 8.2.2.1**

continue to monitor student enrollment, class sizes and work with DecisionInsite to project enrollment for the 2024-25 school year.

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

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

# Opening Enrollment Report

*2023-24 School Year*

---

September 6, 2023



# School Counts Process

**Student count** *versus* **actual enrollment** *and* how school sites count students

- **Purpose:** *Informs staffing levels and budget development*
- **Student Count:** *Students who have attended school at least one day since the start of the school year*
- **Timeline:** *Occurs first ten days of the school year*

*\* Numbers continue to fluctuate.*



# Elementary Enrollment

Projected enrollment *versus* actual enrollment *with* 2022-23 CBEDs

| School    | Projected | Headcount<br>(8.21.23) | Projected vs<br>Headcounts | 22-23<br>CBEDs | Actuals vs<br>CBEDs |
|-----------|-----------|------------------------|----------------------------|----------------|---------------------|
| Bay View  | 302       | 364                    | +62                        | 336            | +28                 |
| DeLaveaga | 479       | 507                    | +28                        | 488            | +19                 |
| Gault     | 298       | 289                    | -9                         | 310            | -21                 |
| Westlake  | 422       | 466                    | +44                        | 472            | -6                  |
| Totals    | 1,501     | 1,626                  | +125                       | 1,606          | +20                 |

\*Enrollment numbers continue to fluctuate.





# Secondary Enrollment

Projected enrollment *versus* actual enrollment *with* 2022-23 CBEDs

| School              | Projected | Headcount (8.21.23) | Projected vs Headcounts | 22-23 CBEDs | Actuals vs CBEDs |
|---------------------|-----------|---------------------|-------------------------|-------------|------------------|
| Branciforte Middle  | 379       | 428                 | +49                     | 389         | +39              |
| Mission Hill Middle | 477       | 501                 | +24                     | 544         | -43              |
| Harbor High         | 952       | 1,038               | +86                     | 1,023       | +15              |
| Santa Cruz High     | 1,112     | 1,110               | -2                      | 1,092       | +18              |
| Soquel High         | 1,001     | 1,056               | +55                     | 974         | +82              |
| Totals              | 3,921     | 4,133               | +212                    | 4,022       | +111             |

\*Enrollment numbers continue to fluctuate.



# Small Schools Enrollment

Projected enrollment versus actual enrollment with 2022-23 CBEDs

| School   | Projected | Actuals as of 08/21 | Projected vs Actuals | 22-23 CBEDs | Actuals vs CBEDs |
|----------|-----------|---------------------|----------------------|-------------|------------------|
| AFE      | 108       | 109                 | +1                   | 108         | +1               |
| ARK      | 76        | 49                  | -27                  | 47          | +2               |
| Costanoa | 70        | 62                  | -8                   | 65          | -3               |
| Monarch  | 116       | 122                 | +6                   | 117         | +5               |
| Totals   | 370       | 342                 | -28                  | 337         | +5               |

*\*Enrollment numbers continue to fluctuate.*



# Total Enrollment

| <b>22-23</b> | <b>Projected</b> | <b>Actuals as of 08/21</b> | <b><i>vs. Projected</i></b> | <b><i>vs. 22-23</i></b> |
|--------------|------------------|----------------------------|-----------------------------|-------------------------|
| <b>5,965</b> | <b>5,792</b>     | <b>6,101</b>               | <b>+309</b>                 | <b>+136</b>             |

*\*Enrollment numbers continue to fluctuate.*



# Transfers Out of District (387 Total)

|                    | Other public district in CA. | Other Alt. School | Independent Studies Prog. | Charter School | Private School | Out of State | Out of Country |
|--------------------|------------------------------|-------------------|---------------------------|----------------|----------------|--------------|----------------|
| Elementary Schools | 64                           | 2                 | 0                         | 1              | 13             | 15           | 4              |
| Middle Schools     | 39                           | 3                 | 0                         | 25             | 6              | 3            | 2              |
| High Schools       | 35                           | 44                | 1                         | 40             | 9              | 18           | 20             |
| Small Schools      | 13                           | 8                 | 0                         | 3              | 5              | 2            | 3              |
| <b>Totals</b>      | <b>151</b>                   | <b>57</b>         | <b>1</b>                  | <b>69</b>      | <b>33</b>      | <b>38</b>    | <b>29</b>      |

# Transfers Into District (827 Total)

|                    | Other public district in CA. | Other Alt. School | Independent Studies Prog. | Charter School | Private School | Out of State | Out of Country |
|--------------------|------------------------------|-------------------|---------------------------|----------------|----------------|--------------|----------------|
| Elementary Schools | 54                           | 2                 | 0                         | 0              | 7              | 5            | 5              |
| Middle Schools     | 70                           | 3                 | 0                         | 4              | 26             | 5            | 3              |
| High Schools       | 451                          | 12                | 0                         | 44             | 74             | 7            | 25             |
| Small Schools      | 27                           | 2                 | 0                         | 0              | 1              | 0            | 0              |
| <b>Totals</b>      | <b>602</b>                   | <b>19</b>         | <b>0</b>                  | <b>48</b>      | <b>108</b>     | <b>17</b>    | <b>33</b>      |

# FTE Changes in Elementary Schools

| School    | 2022-23 Staffing | 2023-24 Projected Staffing (Gen Ed Classroom) | 2023-24 Actual Staffing<br><b>+6 over projection</b> | Difference from 22-23 to 23-24 Actual |
|-----------|------------------|---|--|---------------------------------------|
| Bay View  | 15               | 13  | 16   | +1                                    |
| DeLaveaga | 21               | 20  | 21   | 0                                     |
| Gault     | 14               | 12  | 13   | -1                                    |
| Westlake  | 19               | 17  | 18   | -1                                    |



# FTE Changes in Middle Schools

| School                     | 2022-23 Staffing | 2023-24 Projected Staffing<br><i>(Gen Ed Classroom)</i> | 2023-24 Actual Staffing | Difference from 22-23 to 23-24 Actual |
|----------------------------|------------------|---|-------------------------|---------------------------------------|
| Branciforte Middle School  | 14.2             | 14.2  | 14.8                    | +0.60                                 |
| Mission Hill Middle School | 19.4             | 18.0  | 18.0                    | -1.4                                  |



# FTE Changes in High School

| School     | 2022-23 Staffing | 2023-24 Projected Staffing (Gen Ed Classroom) | 2023-24 Actual Staffing | Difference from 22-23 to 23-24 Actual |
|------------|------------------|---|-------------------------|---------------------------------------|
| Harbor     | 38.00            | 35.00   | 36.60                   | -1.40                                 |
| Santa Cruz | 39.86            | 40.00   | 40.17                   | +0.31                                 |
| Soquel     | 35.00            | 36.20   | 36.80                   | +1.80                                 |





# FTE Changes in Small Schools

| School   | 2022-23 Staffing | 2023-24 Projected Staffing (Gen Ed Classroom) | 2023-24 Actual Staffing | Difference from 22-23 to 23-24 Actual |
|----------|------------------|---|-------------------------|---------------------------------------|
| AFE      | 4.8              | 4.4   | 4.4                     | -.40                                  |
| ARK      | 2.4              | 2.4   | 2.4                     | 0                                     |
| Costanoa | 3.0              | 3.0   | 3.0                     | 0                                     |
| Monarch  | 5.0              | 5.0   | 5.0                     | 0                                     |



# Summary Sheet for FTE

| <b>Gradespan</b>         | <b>FTE Difference from 2022-2023</b> |
|--------------------------|--------------------------------------|
| <b>Elementary School</b> | <b>-1.00</b>                         |
| <b>Middle School</b>     | <b>-0.80</b>                         |
| <b>High School</b>       | <b>+0.49</b>                         |
| <b>Small Schools</b>     | <b>-0.40</b>                         |
| <b>Total</b>             | <b>-1.71</b>                         |



# Reflections on 2023-24 Staffing & Enrollment

- Staffing projections impacted by Transitional Kindergarten and other unexpected enrollment
- Staffing adjusted for greater than projected enrollment
- Staffing will be affected in 2024-25 with the sunseting of one-time COVID funds
- Staffing will be reviewed throughout the year in scheduled meetings with Human Resources and Site Administrations



# Thank you & Questions



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Long-Term Debt Report

**MEETING DATE:** September 6, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**  
Approve the Long-Term Debt Report.

**BACKGROUND:**  
This is an annual report on Santa Cruz City Schools’ long-term debt obligations. The District’s long term debt is currently composed of facilities Bond Measures, a Qualified School Construction Bond (QSCB) Certificate of Participation (COP) that was issued in 2010 to install the artificial turf field at Branciforte Middle School and Lease financing for our Climatec Sustainability Projects. The District investigated an early payoff of the Certificate of Participation, but there is a penalty for early payment as the financing was through the American Recovery and Investment Act of 2009.

***Long-Term Debt Summary and 2022-2023 Annual Payment***

|                                 | Principal          | Interest           | Total Amount Owed   |
|---------------------------------|--------------------|--------------------|---------------------|
| Total Long-Term Debt            | \$208,222,997      | \$75,726,946       | \$283,949,943       |
| <b>2023-2024 Annual Payment</b> | <b>\$8,192,607</b> | <b>\$7,594,656</b> | <b>\$15,790,263</b> |

***General Obligation Bonds: Elementary School District Debt Summary***

| Debt Description                       | Principal    | Interest    | Amount Owed  | Date of Final Payment | Funding Source |
|--|--------------|-------------|--------------|-----------------------|----------------|
| Measure E 1998 Election                | \$351,268    | \$848,732   | \$1,200,000  | 2/1/2026              | Property Taxes |
| Measure E 1998 Election 2013 Refunding | \$8,715,000  | \$1,014,175 | \$9,729,175  | 8/1/2029              | Property Taxes |
| Measure B 2016 Election, Series A      | \$20,210,000 | \$9,202,225 | \$29,412,225 | 8/1/2042              | Property Taxes |
| Measure B 2016 Election, Series B      | \$18,775,000 | \$8,922,775 | \$27,697,775 | 8/1/2045              | Property Taxes |
| Measure B 2016 Election,               | \$20,400,000 | \$3,931,550 | \$24,331,550 | 8/1/2036              | Property       |

**AGENDA ITEM: 8.2.2.2**

|                                     |                     |                     |                     |  |       |
|-------------------------------------|---------------------|---------------------|---------------------|--|-------|
| Series C                            |                     |                     |                     |  | Taxes |
| <b>Total Amount Owed Elementary</b> | <b>\$68,451,268</b> | <b>\$23,919,457</b> | <b>\$92,370,725</b> |  |       |
| <b>2023-2024 Annual Payment</b>     | <b>\$2,778,324</b>  | <b>\$2,456,951</b>  | <b>\$5,235,275</b>  |  |       |

**General Obligation Bonds: Secondary School District Debt Summary**

| Debt Description                       | Principal            | Interest            | Amount Owed          | Date of Final Payment | Funding Source |
|--|----------------------|---------------------|----------------------|-----------------------|----------------|
| Measure H 1998 Election                | \$746,729            | \$1,833,271         | \$2,580,000          | 2/1/2026              | Property Taxes |
| Measure H 1998 Election 2013 Refunding | \$17,430,000         | \$2,122,219         | \$19,552,219         | 8/1/2029              | Property Taxes |
| Measure A 2016 Election, Series A      | \$40,965,000         | \$19,162,756        | \$60,127,756         | 8/1/2042              | Property Taxes |
| Measure A 2016 Election, Series B      | \$38,630,000         | \$18,161,025        | \$56,791,025         | 8/1/2045              | Property Taxes |
| Measure A 2016 Election, Series C      | \$42,000,000         | \$10,528,219        | \$52,528,219         | 8/1/2045              | Property Taxes |
| <b>Total Amount Owed Secondary</b>     | <b>\$139,771,729</b> | <b>\$51,807,489</b> | <b>\$191,579,219</b> |                       |                |
| <b>2023-2024 Annual Payment</b>        | <b>\$5,417,282</b>   | <b>\$5,137,704</b>  | <b>\$10,554,986</b>  |                       |                |

**Branciforte Middle School Qualified School Construction Bond**

|                                 | Principal        | Interest        | Amount Owed      |
|---------------------------------|------------------|-----------------|------------------|
| <b>2023-2024 Annual Payment</b> | <b>\$140,000</b> | <b>\$41,038</b> | <b>\$181,038</b> |
| Total Amount Owed               | \$580,000        | \$104,491       | \$684,491        |
| Funding Source                  | RDA Funds        |                 |                  |
| Date of Final Payment           | 05/01/2027       |                 |                  |

**SCCS Climatec Sustainability Project Lease Financing**

|                                 | Principal        | Interest        | Amount Owed      |
|---------------------------------|------------------|-----------------|------------------|
| <b>2023-2024 Annual Payment</b> | <b>\$629,944</b> | <b>\$90,953</b> | <b>\$720,897</b> |
| Total Amount Owed               | \$6,033,042      | \$453,158       | \$6,486,200      |
| Funding Source                  | RDA Funds        |                 |                  |
| Date of Final Payment           | 02/01/2032       |                 |                  |

**Long Term Debt Recap**

| District   | Debt Description                         | Principal            | Interest            | Total Amount Owed    | Date of Final Payment | Funding Source |
|------------|--|----------------------|---------------------|----------------------|-----------------------|----------------|
| Secondary  | Measure H 1998 Election                  | \$746,729            | \$1,833,271         | \$2,580,000          | 2/1/2026              | Property Taxes |
| Secondary  | Measure H 1998 Election 2013 Refunding   | \$17,430,000         | \$2,122,219         | \$19,552,219         | 8/1/2029              | Property Taxes |
| Secondary  | Measure A 2016 Election, Series A        | \$40,965,000         | \$19,162,756        | \$60,127,756         | 8/1/2042              | Property Taxes |
| Secondary  | Measure A 2016 Election, Series B        | \$38,630,000         | \$18,161,025        | \$56,791,025         | 8/1/2045              | Property Taxes |
| Secondary  | Measure A 2061 Election, Series C        | \$42,000,000         | \$10,528,219        | \$52,528,219         | 8/1/2040              | Property Taxes |
| Elementary | Measure E 1998 Election                  | \$351,268            | \$848,732           | \$1,200,000          | 2/1/2026              | Property Taxes |
| Elementary | Measure E 1998 Election 2013 Refunding   | \$8,715,000          | \$1,014,175         | \$9,729,175          | 8/1/2029              | Property Taxes |
| Elementary | Measure B 2016 Election, Series A        | \$20,210,000         | \$9,202,225         | \$29,412,225         | 8/1/2042              | Property Taxes |
| Elementary | Measure B 2016 Election, Series B        | \$18,775,000         | \$8,922,775         | \$27,697,775         | 8/1/2045              | Property Taxes |
| Elementary | Measure B 2016 Election, Series C        | \$20,400,000         | \$3,931,550         | \$24,331,550         | 8/1/2036              | Property Taxes |
| Both       | 2010 Certificate of Participation (QSCB) | \$580,000            | \$104,491           | \$684,491            | 5/1/2027              | RDA Funds      |
| Both       | 2022 Lease (Sustainability Project)      | \$6,033,042          | \$453,158           | \$6,486,200          | 2/1/2032              | GF & RDA Funds |
|            | <b>Total Amount Owed</b>                 | <b>\$214,836,039</b> | <b>\$76,284,596</b> | <b>\$291,120,636</b> |                       |                |

**FISCAL IMPACT:**

Total long-term debt obligations (principal and interest) are \$283,949,943. The 2023-24 annual payment is \$15,790,263. Funding source: Property Taxes and Redevelopment Agency Funds (Restricted)

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

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

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

# Santa Cruz City Schools

## *Long-Term Debt Report as of July 1, 2023*

---

September 6, 2023





# Long-Term Debt Summary and 2023-24 Annual Payment

|                          | <b>Principal</b> | <b>Interest</b> | <b>Total Amount Owed</b> |
|--------------------------|------------------|-----------------|--------------------------|
| Total Long-Term Debt     | \$208,222,997    | \$75,726,946    | \$283,949,943            |
| 2023-2024 Annual Payment | \$8,192,607      | \$7,594,656     | \$15,790,263             |



# General Obligation Bonds

## Secondary School District Debt Summary

| Debt Description                       | Principal            | Interest            | Amount Owed          | Date of Final Payment | Funding Source |
|--|----------------------|---------------------|----------------------|-----------------------|----------------|
| Measure H 1998 Election                | \$746,729            | \$1,833,271         | \$2,580,000          | 2/1/2026              | Property Taxes |
| Measure H 1998 Election 2013 Refunding | \$17,430,000         | \$2,122,219         | \$19,552,219         | 8/1/2029              | Property Taxes |
| Measure A 2016 Election, Series A      | \$40,965,000         | \$19,162,756        | \$60,127,756         | 8/1/2042              | Property Taxes |
| Measure A 2016 Election, Series B      | \$38,630,000         | \$18,161,025        | \$56,791,025         | 8/1/2045              | Property Taxes |
| Measure A 2016 Election, Series C      | \$42,000,000         | \$10,528,219        | \$52,528,219         | 8/1/2040              | Property Taxes |
| <b>Total Amount Owed Secondary</b>     | <b>\$139,771,729</b> | <b>\$51,807,489</b> | <b>\$191,579,219</b> |                       |                |
|  |                      |                     |                      |                       |                |
| 2023-2024 Annual Payment               | \$5,417,282          | \$5,137,704         | \$10,554,986         |                       |                |



# General Obligation Bonds

## Elementary School District Debt Summary

| Debt Description                       | Principal           | Interest            | Amount Owed         | Date of Final Payment | Funding Source |
|--|---------------------|---------------------|---------------------|-----------------------|----------------|
| Measure E 1998 Election                | \$351,268           | \$848,732           | \$1,200,000         | 2/1/2026              | Property Taxes |
| Measure E 1998 Election 2013 Refunding | \$8,715,000         | \$1,014,175         | \$9,729,175         | 8/1/2029              | Property Taxes |
| Measure B 2016 Election, Series A      | \$20,210,000        | \$9,202,225         | \$29,412,225        | 8/1/2042              | Property Taxes |
| Measure B 2016 Election, Series B      | \$18,775,000        | \$8,922,775         | \$27,697,775        | 8/1/2045              | Property Taxes |
| Measure B 2016 Election, Series C      | \$20,400,000        | \$3,931,550         | \$24,331,550        | 8/1/2036              | Property Taxes |
| <b>Total Amount Owed Elementary</b>    | <b>\$68,451,268</b> | <b>\$23,919,457</b> | <b>\$92,370,725</b> |                       |                |
|  |                     |                     |                     |                       |                |
| 2023-2024 Annual Payment               | \$2,778,324         | \$2,456,951         | \$5,235,275         |                       |                |



# Branciforte Middle School

## Qualified School Construction Bond

|                          | <b>Principal</b> | <b>Interest</b> | <b>Amount Owed</b> |
|--------------------------|------------------|-----------------|--------------------|
| 2023-2024 Annual Payment | \$140,000        | \$41,038        | \$181,038          |
| Total Amount Owed        | \$580,000        | \$104,491       | \$684,491          |
| Funding Source           | RDA Funds        |                 |                    |
| Date of Final Payment    | 05/01/2027       |                 |                    |



# Santa Cruz City Schools

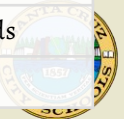
## 2022 Climatec Sustainability Project Lease Financing

|                          | <b>Principal</b> | <b>Interest</b> | <b>Amount Owed</b> |
|--------------------------|------------------|-----------------|--------------------|
| 2023-2024 Annual Payment | \$629,944        | \$90,953        | \$720,897          |
| Total Amount Owed        | \$6,033,042      | \$453,158       | \$6,486,200        |
| Funding Source           | RDA Funds        |                 |                    |
| Date of Final Payment    | 02/01/2032       |                 |                    |



# Long-Term Debt Recap

| District   | Debt Description                         | Principal            | Interest            | Total Amount Owed    | Final Payment | Funding Source |
|------------|--|----------------------|---------------------|----------------------|---------------|----------------|
| Secondary  | Measure H 1998 Election                  | \$746,729            | \$1,833,271         | \$2,580,000          | 2/1/2026      | Property Taxes |
| Secondary  | Measure H 1998 Election 2013 Refunding   | \$17,430,000         | \$2,122,219         | \$19,552,219         | 8/1/2029      | Property Taxes |
| Secondary  | Measure A 2016 Election, Series A        | \$40,965,000         | \$19,162,756        | \$60,127,756         | 8/1/2042      | Property Taxes |
| Secondary  | Measure A 2016 Election, Series B        | \$38,630,000         | \$18,161,025        | \$56,791,025         | 8/1/2045      | Property Taxes |
| Secondary  | Measure A 2016 Election, Series C        | \$42,000,000         | \$10,528,219        | \$52,528,219         | 8/1/2040      | Property Taxes |
| Elementary | Measure E 1998 Election                  | \$351,268            | \$848,732           | \$1,200,000          | 2/1/2026      | Property Taxes |
| Elementary | Measure E 1998 Election 2013 Refunding   | \$8,715,000          | \$1,014,175         | \$9,729,175          | 8/1/2029      | Property Taxes |
| Elementary | Measure B 2016 Election, Series A        | \$20,210,000         | \$9,202,225         | \$29,412,225         | 8/1/2042      | Property Taxes |
| Elementary | Measure B 2016 Election, Series B        | \$18,775,000         | \$8,922,775         | \$27,697,775         | 8/1/2045      | Property Taxes |
| Elementary | Measure B 2016 Election, Series C        | \$20,400,000         | \$3,931,550         | \$24,331,550         | 8/1/2036      | Property Taxes |
| Both       | 2010 Certificate of Participation (QSCB) | \$580,000            | \$104,491           | \$684,491            | 5/1/2027      | RDA Funds      |
| Both       | 2022 Sustainability Project Lease        | \$6,033,042          | \$453,158           | \$6,486,200          | 2/1/2032      | RDA Funds      |
|            | <b>Total Amount Owed</b>                 | <b>\$214,836,039</b> | <b>\$76,284,596</b> | <b>\$291,120,636</b> |               |                |



# Thank you & Questions



## SANTA CRUZ CITY SCHOOLS DISTRICT

**AGENDA ITEM:** Annual New Employee Report

**MEETING DATE:** September 6, 2023

**FROM:** Molly Parks, Assistant Superintendent, Human Resources

**THROUGH:** Kris Munro, Superintendent

### **BACKGROUND:**

Santa Cruz City Schools (SCCS) welcomed forty-four new certificated staff, four new administrators and two administrators promoting into new leadership roles.

The new certificated employee orientation highlighted a variety of topics that included: SCCS Vision and Goals, Multi-Tiered Systems of Support, SCCS Collective Commitments, Partnership between Administrators and Labor, and an introduction to the GSCFT and Leadership. The day ended with a bus tour of SCCS school sites. The second day of orientation included specific training on curriculum and assessment. The third day was a site orientation led by school administrators.

### **FISCAL IMPACT:**

\$47,543.30 LCFF Base (Unrestricted) for three professional development days for new staff

This work is done 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.



# New Employee Report

## 2023-24



---

September 6, 2023



# Certificated Hiring

- **7 Administrative Positions**
  - **6 New Hires & Promotions**
  - **1 Transfer**
- **79 Certificated Positions**
  - **44 New Hires**
  - **24 Rehires**
  - **11 Transfers**



# Who are the New Hires?

- **Elementary**

- **6 Elementary Teachers**
- **1 Library Media Teacher**
- **1 Music Teacher**
- **1 School Counselor**
- **4 Special Education Teachers**

- **Middle School**

- **Principal**
- **Assistant Principal**
- **1 Athletic Director**
- **2 6<sup>th</sup> Grade Core Teachers**
- **2 English Teachers**
- **1 Music Teacher**



# Who are the New Hires?

- **High School**

- **2 Assistant Principals**
- **1 Biology**
- **1 Credit Recovery**
- **1 CTE Dance**
- **2 English**
- **7 Math**

- **2 Physical Education**
- **1 Physics**
- **1 Social Studies**
- **3 Spanish**
- **1 Special Day Class**



# Who are the New Hires?

- **Alternative Education**

- **1 Elementary**
- **1 Math**

- **Central Services**

- **1 Adaptive Physical Education**
- **2 School Psychologist**
- **1 Speech Therapist**

# Recruiting Efforts

- Hired our first employees in February
- Held SCCS Job Fair in March
- Attended job fairs outside of SCCS
- Expanded social media to advertise job fair and job openings
- Worked closely with our university partners when openings were announced
- Used contacts within industry to recruit for Career Technical Education and Music
- Conducted interviews in person or via zoom
- Joined the American Association of Employment in Education
- Continued in person fingerprinting





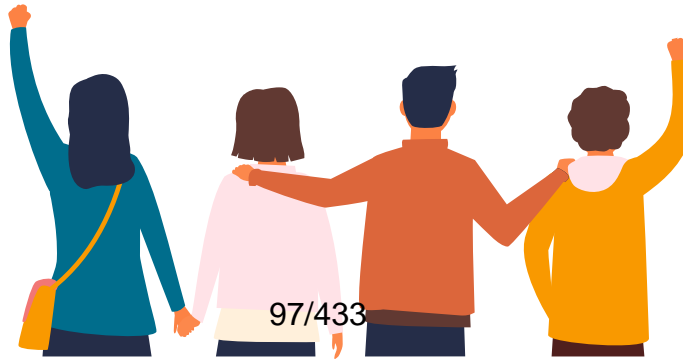
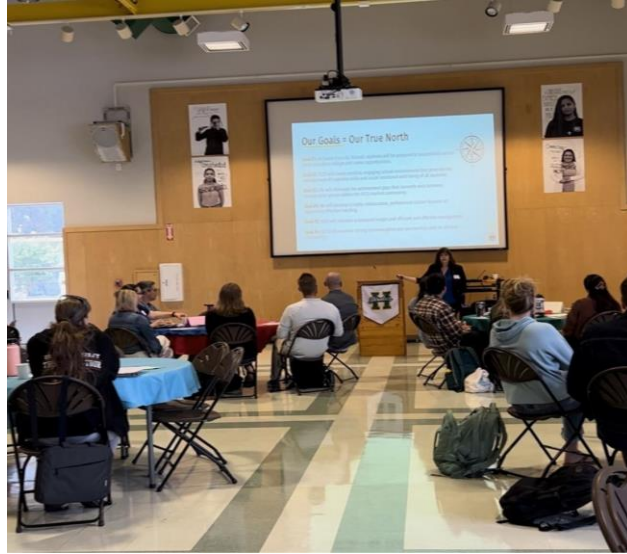
# New Teacher Orientation

# New Teacher Orientation Format

- Expanded orientation from 2 to 3 days
- Day 1:
  - General Overview of District, Vision and Initiatives
  - Bus Tour
- Day 2:
  - Curriculum and Assessment
    - Specific work on expectations for implementing adopted curriculum and assessments
    - Planning time with job alike
- Day 3: Site Orientation
  - Principals review site policies, school rules, materials, technology, etc.









**It's going to be a  
great year!**

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** CSBA for Board Policies First and/or Final Reading

**MEETING DATE:** September 6, 2023

**FROM:** Kris Munro, Superintendent

### **RECOMMENDATION:**

Approve the revised/deleted/new policies as submitted for first and/or final reading and adoption.

### **BACKGROUND:**

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. The Policy Guidesheet provides a basic overview of the policy changes.

This work is in direct support of the following district goals and its 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 gap the currently exists 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 partnerships with its diverse community.

**CSBA POLICY GUIDE**  
**SHEET**  
**June 2023**

Note: Descriptions below identify revisions made to CSBA's sample board policies, administrative regulations, board bylaws, and/or exhibits. Editorial changes have also been made. Districts and county offices of education should review the sample materials and modify their own policies accordingly.

**Board Policy 0420.41 - Charter School Oversight**

Policy updated to reflect that the Governing Board may deny a request for an expansion that constitutes a material revision to a charter if the request to expand operations is demonstrably unlikely to serve the interests of the entire community in which the school is proposing to locate or the district is not in a position to absorb the fiscal impact of the proposed charter school, and to include a general reference to exemptions from the geographic boundary requirement that charter schools be located within the geographic boundaries of the authorizing district. Policy also updated to include that the district may charge the charter school for the actual costs of supervisory oversight up to one percent of the charter school's revenue if the district provides the charter school with facilities and charges the charter school a pro-rata share of the facilities costs. Additionally, policy updated to reference additional components that must be included in the procedures specified in the charter for when a charter school ceases operation.

**Board Policy 1113 - District and School Websites**

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

**Board Policy 4112.2 - Certification**

Policy updated to reference that the Commission on Teacher Credentialing (CTC) has adopted regulations to implement statutory changes to the subject matter competence requirements, add, to the first philosophical paragraph, demonstration of competency in the subject matter to be taught to the attributes of certificated staff, provide that the Governing Board is required to adopt an annual resolution that it has made reasonable efforts to recruit a fully prepared teacher before hiring, in accordance with a specified hiring hierarchy, a candidate who is not fully credentialed, clarify that the Board's obligation to take action to approve a notice of intent to employ a provisional internship permit does not require that the item be an action item, and add that the Declaration of Need specify each subject to be listed on the General Education Limited Assignment Single Subject Teaching Permits and the target language on Emergency Bilingual Permits.

**Board Policy 4140/4240/4340 - Bargaining Units**

Policy updated to align the definition of "management employee" with code language and to reference **NEW LAW (SB 931, 2022)** which provides that any district found by the Public Employment Relations Board to be in violation of the prohibition against deterring or discouraging district employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization, may be subject to civil penalties of \$1,000 for each affected employee, up to a maximum of \$100,000 in total, and may be ordered to pay attorney's fees and costs to the employee organization. Policy also updated to specify that the Superintendent or designee may communicate with district employees regarding their

rights to join and/or support an officially recognized employee organization or to refrain from joining or supporting an officially recognized employee organization, add applicable number of days for compulsory interest arbitration related to access to new employee orientation, expand the material regarding district requirements for new employee orientations that are applicable until June 30, 2025, reference **NEW LAW (SB 1131, 2022)** which extends the Safe at Home address confidentiality program to employees who face threats of violence, or violence or harassment from the public because of the employee's work for the district, and clarify language regarding information that should not be disclosed when an employee submits a written request to keep specified information private.

#### **Board Policy 5117 - Interdistrict Attendance**

Policy updated to reference **NEW LAW (AB 185, 2022)** which extends the school district of choice program to July 1, 2028, and to reflect **NEW LAW (SB 941 2022)** which authorizes a district to enter into an Instruction Collaboration Agreement with another local educational agency(ies) (LEA) to offer the same or similar courses and coursework to students from another LEA who have been impacted by teacher shortages, disruptions, or cancelations in science, technology, engineering, and mathematics classes, or dual language immersion programs.

#### **Board Policy 5141.5 - Mental Health**

Policy updated to expand the first philosophical paragraph and reflect the U.S. Surgeon General's **NEW GUIDANCE** regarding the importance of social connection and the impact of social media on health and well-being. Policy also updated to reflect **NEW LAW (SB 14, 2021)** which requires the California Department of Education (CDE) to recommend best practices and identify training programs to address student behavioral and mental health, including common psychiatric conditions and substance use disorders, safely deescalating crisis situations involving students with a behavioral health disorder, linking students with referrals, and providing instruction on how to maintain student privacy and confidentiality. Policy also updated to reflect that districts are required to notify students and parents/guardians twice a year about how to access mental health services, **NEW LAW (AB 748, 2022)** which requires each school site serving students in any of grades 6-12 to create a mental health poster, and **NEW LAW (AB 167, 2021)** which requires CDE to develop guidelines for the use of telehealth technology in schools.

#### **Policy 5145.6 - Parent/Guardian Notifications**

Policy updated to reflect Health Care Services Policy and Procedures letter No. 21-017R and No. 23-004 which require districts to develop a plan to meet alternative formatting requirements for individuals with disabilities to enable individuals with speech, vision, and hearing disabilities to effectively communicate and participate in the Medi-Cal program.

#### **Board Policy 5148 - Child Care and Development**

Policy updated to reflect **NEW LAW (AB 210, 2022)** which (1) provides grant funding until June 30, 2027 for the purpose of increasing access to inclusive early care and education programs, (2) extends the date by which the California Department of Education and the California Department of Social Services (CDSS) are required to adopt implementing regulations related to early childhood development, and (3) specifies as one of the indicators for the implementation of quality child care and development programs that staff have the appropriate and required training, or any combination of qualifications, experience, or training. Policy also updated to delete material specific to COVID-19 and reflect a district's obligation to provide distance learning when a child care program is physically closed by a local or state public health order, reference that the Commission on Teacher Credentialing has adopted regulations pertaining to the prekindergarten-grade 3 early childhood education specialist credential that include requirements, and accelerated pathways to meet the requirements, in an effort to increase the number of early childhood education teachers, and reference **NEW LAW (AB 2827, 2022)** which requires CDSS to revise its regulations to permit children with disabilities to use outdoor play spaces simultaneously with children

who do not have disabilities without having to first seek a regulatory waiver and to specify any health and safety requirements that are required to be met when simultaneous play occurs.

**Board Policy 6146.4 - Differential Graduation and Competency Standards for Students with Disabilities**

Policy updated to reflect **NEW LAW (AB 181, 2022)** which (1) requires districts to exempt an eligible student with a disability from all coursework and other requirements adopted by the Board that are in addition to the statewide course requirements and award such student a high school diploma, and (2) provides that any such exempted student is eligible to participate in any graduation ceremony and school activity in which a student of similar age without a disability would be eligible to participate.

**Board Policy 6159.2 - Nonpublic, Nonsectarian School and Agency Services for Special Education**

Policy updated to reflect a December 2022 Davis Joint Unified School District Resolution Agreement with the U.S. Department of Education, Office for Civil Rights, regarding the use of seclusion and restraint as it relates to a free appropriate public education for students with disabilities placed in nonpublic schools.

**Board Policy 6174 - Education for English Learners**

Policy updated to remove outdated material and reflect **NEW LAW (SB 941, 2022)** which permits a district to enter into an instruction collaboration agreement with another school district, county office of education, or charter school to offer the same or similar courses and coursework to students who have been impacted by teacher shortages, disruptions, or cancellations to science, technology, engineering, and mathematics classes, or dual language immersion programs.

**Board Bylaw 9322 - Agenda/Meeting Materials**

Bylaw updated to move material regarding public comments to be with content related language, amend language to be more closely aligned with code language, add material regarding the means for in-person and remote public comments, and reflect **NEW LAW (AB 2449, 2022)**, which requires boards to maintain and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation to board meetings for individuals with disabilities. Bylaw also updated to provide that each agenda for a regular meeting is required to list the address designated by the Superintendent or designee for public inspection of documents related to records of a statement threatening litigation against the district to be discussed in closed session, in addition to documents related to open session, when such documents have been distributed to the Governing Board less than 72 hours before a Board meeting, clarify that the Board president and Superintendent decide when an item is placed on the agenda, include that public records under the Public Records Act and which relate to an agenda item which contain a claim or written threat of litigation which will be discussed in closed session are required to be made available to the public, in addition to documents which relate to an agenda item scheduled for the open session of a regular meeting, and **NEW LAW (AB 2647, 2022)** which clarifies how districts can, without opening their offices after normal business hours, comply with the portion of the Brown Act that requires writings or documents distributed to a majority of a local legislative body less than 72 hours before a meeting to also be distributed to the public.

**Policy 0420.41: Charter School Oversight**

**Status:** ADOPTED

**Original Adopted Date:** 10/01/2013 | **Last Revised Date:** 06/01/2022 2023 | **Last Reviewed Date:** 06/01/2022 2023

The Governing Board recognizes its ongoing responsibility to oversee that any charter school authorized by the Board is successfully fulfilling the terms of its charter and is providing a high-quality educational program for students enrolled in the charter school.

The Superintendent or designee shall identify at least one staff member to serve as a contact person for each charter school authorized by the Board. (Education Code 47604.32)

The Superintendent or designee shall visit each charter school at least annually and may inspect or observe any part of a charter school at any time. (Education Code 47604.32, 47607)

The Superintendent or designated charter school contact shall attend meetings of the charter school governing body whenever possible and shall periodically meet with a representative of the charter school.

**Waivers**

If the charter school wishes to request a general waiver of any state law or regulation applicable to it, it shall request that the district submit a general waiver request to the State Board of Education (SBE) on its behalf. Upon approval of the Board, the Superintendent or designee shall submit such a waiver request to SBE on behalf of the charter school.

**Provision of District Services**

The charter school may purchase administrative or other services from the district or any other source. (Education Code 47613)

Whenever the district agrees to provide administrative or support services to a charter school, the district and the charter school shall develop a memorandum of understanding (MOU) which clarifies the financial and operational agreements between them.

At the request of a charter school, the Superintendent or designee shall create and submit any reports required by the State Teachers' Retirement System or Public Employees' Retirement System on behalf of the charter school. The district may charge the charter school for the actual costs of the reporting services, but shall not require the charter school to purchase payroll processing services from the district as a condition for creating and submitting these reports. (Education Code 47611.3)

**Material Revisions to Charter**

Material revisions to a charter may only be made with Board approval. Material revisions shall be governed by the same standards and criteria that apply to petitions for the authorization of charter schools as set forth in Education Code 47605 and shall include, but not be limited to, a reasonably comprehensive description of any new requirement for charter schools enacted into law after the charter was originally granted or last renewed. (Education Code 47607)

The Board shall determine whether a proposed change in charter school operations would constitute a material revision of the approved charter.

If an approved charter school proposes to expand operations to one or more additional sites or grade levels, whether concurrently with or unrelated to a renewal, the charter school shall request a material revision to its charter and shall notify the Board of those additional locations or grade levels. The Board shall consider approval of the additional locations or grade levels at an open, public meeting. (Education Code 47605, 47607)

Pursuant to Education Code 47605, the Board may deny a request to expand operations if it finds that the proposed expansion would render the charter school demonstrably unlikely to serve the interests of the entire community in which the school is located or proposes to locate. In making this finding, the Board shall consider all of the following:

1. The fiscal impact of the proposed expansion on the district
2. The extent to which the expansion would substantially undermine existing services, academic offerings, or programmatic offerings
3. Whether the expansion would duplicate a program currently offered within the district that has sufficient capacity for the students proposed to be served

Additionally, pursuant to Education Code 47605, the Board may deny a request to expand charter school operations if it finds that the district is not positioned to absorb the fiscal impact of the proposed charter school expansion. The Board shall make this finding if the district has a qualified interim certification pursuant to Education Code 42131 and the County Superintendent of Schools, in consultation with the County Office Fiscal Crisis and Management Assistance Team, certifies that approving the charter school would result in the district having a negative interim certification pursuant to Education Code 42131, or if the district has a negative interim certification pursuant to Education Code 42131, or is under state receivership.

### **Location of Charter Schools**

Except when permitted to operate outside district boundaries pursuant to Education Code 47605 and 47605.1, a charter school shall be located within district boundaries. (Education Code 47605.1)

### **Monitoring Charter School Performance**

Any charter school authorized by the Board shall be monitored by the Superintendent or designee to determine whether the charter school complies with all legal requirements applicable to charter schools, including all reports required of charter schools by law, as specified in Education Code 47604.32. Any violations of law shall be reported to the Board.

The Board shall monitor each charter school to determine whether it is achieving the measurable student outcomes set forth in the charter, both schoolwide and for each numerically significant student subgroup served by the school as defined in Education Code 52052. This determination shall be based on the measures specified in the approved charter and any applicable MOU, and on the charter school's annual review and assessment of its progress toward the goals and actions identified in its local control and accountability plan (LCAP), as reported in the California School Dashboard.



The Board shall monitor the fiscal condition of the charter school based on any financial report or information obtained from the charter school, including, but not limited to, the charter school's preliminary budget, LCAP and annual update of the charter school's LCAP, first and second interim financial reports, and final unaudited report for the full prior year. (Education Code 47604.32, 47604.33, 47606.5)

### **Fees/Charges for Supervisorial Oversight**

The district may charge for district supervisorial oversight as follows: (Education Code 47613; 5 CCR 11969.7)

1. Actual costs up to one percent of the charter school's revenue.
2. **Actual costs up to three percent of the charter school's revenue if the district provides the charter school substantially rent-free facilities**

If the district provides the charter school with facilities under Education Code 47614 and charges the charter school a pro-rata share of the facilities **costs calculated pursuant to 5 CCR 11969.7, the district may only charge the charter school for the actual costs of supervisorial oversight up to one percent of the charter school's revenue.**

~~3. Actual costs up to three percent of the charter school's revenue if the district provides the charter school by SBE when authorized on appeal.~~

3. Actual costs if the district is assigned supervisorial oversight responsibility for the charter school by SBE when authorized on appeal

### **Technical Assistance/Intervention**

Whenever a charter school is identified for technical assistance based on the performance of one or more numerically significant student subgroups on SBE-established criteria, the charter school shall receive technical assistance from the County Superintendent. Such technical assistance shall be focused on building the charter school's capacity to develop and implement actions and services responsive to student and community needs, including, but not limited to, any of the following: (Education Code 47607.3)

1. Assisting the charter school to identify its strengths and weaknesses in regard to the state priorities applicable to the charter school pursuant to Education Code 47605(c). This shall include working collaboratively with the charter school to review performance data on the state and local indicators included in the California School Dashboard and other relevant local data and to identify effective, evidence-based programs or practices that address any areas of weakness.
2. Working collaboratively with the charter school to secure assistance from an academic, programmatic, or fiscal expert or team of experts to identify and implement effective programs and practices that are designed to improve performance in any areas of weakness identified by the charter school. Another service provider, including, but not limited to, a school district, county office of education, or charter school, may be solicited to act as a partner to the charter school in need of technical assistance.
3. Obtaining from the charter school timely documentation demonstrating that it has completed the activities described in Items #1 and 2 or substantially similar activities, or has

selected another service provider to work with the charter school to complete the activities described in Items #1 and 2 or substantially similar activities, and ongoing communication with the Board to assess the charter school's progress in improving student outcomes.

In addition, if, in three out of four consecutive school years, a charter school fails to improve outcomes for three or more numerically significant student subgroups, or for all of the student subgroups if the school has fewer than three subgroups, in regard to one or more state or school priorities identified in the charter, the County Superintendent may request that the Superintendent of Public Instruction (SPI), with SBE approval, assign the California Collaborative for Educational Excellence to provide advice and assistance to the charter school pursuant to Education Code 52074. (Education Code 47607.3; 52072)

In accordance with law, the Board may deny a charter school's renewal petition or may revoke a charter based on the charter school's poor performance, especially with regard to inadequate academic achievement of all numerically significant subgroups of students served by the charter school. (Education Code 47607, 47607.2)

### **Complaints**

Each charter school shall establish and maintain policies and procedures in accordance with the uniform complaint procedures as specified in 5 CCR 4600-4670 to enable any person alleging the school's noncompliance with Education Code 47606.5 or 47607.3 to file a complaint with the charter school. (Education Code 52075)

A complaint may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. A complainant who is not satisfied with the decision may appeal the decision to the SPI. (Education Code 52075)

If the charter school finds merit in the complaint or the SPI finds merit in an appeal, a remedy shall be provided to all affected students and parents/guardians. (Education Code 52075)

### **School Closure**

In the event that the Board revokes or denies renewal of a charter or the charter school ceases operation for any reason, the Superintendent or designee shall, when applicable in accordance with the charter and/or an MOU, provide assistance to facilitate the transfer of the charter school's former students and to finalize financial reporting and close-out of the charter school.

The Superintendent or designee shall provide notification to the California Department of Education, within 10 calendar days of the Board's action, if renewal of a charter is denied, a charter is revoked, or a charter school will cease operation for any reason. Such notification shall include, but not be limited to, a description of the circumstances of the closure, the effective date of the closure, and the location of student and personnel records. (Education Code 47604.32; 5 CCR 11962.1)

---

#### **Policy Reference Disclaimer:**

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

#### **State**

#### **Description**

|   |  |
|---|--|
| 5 CCR 11700-11705                       | Independent study  |
| 5 CCR 11960-11969.10                    | Charter schools  |
| 5 CCR 4600-4670                         | Uniform complaint procedures   |
| Bus. <b>And Prof.</b> Code 7583.45      | Training for security officers   |
| CA Constitution Article 16, Section 8.5 | <a href="#">Public finance; school accountability report card</a>  |
| CA Constitution Article 9, Section 5    | <a href="#">Common school system</a>   |
| Corp. Code 5110-6910                    | <a href="#">Nonprofit public benefit corporations</a>  |
| Ed. Code 1006                           | <a href="#">Prohibition against school district employees serving on county board of education</a>                   |
| Ed. Code 17070.10-17079.30              | <a href="#">Leroy F. Greene School Facilities Act</a>  |
| Ed. Code 17280-17317                    | Field Act; approval of plans and supervision of construction   |
| Ed. Code 17365-17374                    | Field Act; fitness for occupancy; liability of board members   |
| Ed. Code 215                            | Suicide prevention policies  |
| Ed. Code 215.5                          | Student identification cards; inclusion of safety hotlines   |
| Ed. Code 220                            | Prohibition of discrimination  |
| Ed. Code 221.61                         | Posting of Title IX information on <b>web site</b> <b>website</b>  |
| Ed. Code 221.9                          | Sex equity in competitive athletics  |
| Ed. Code 222                            | Reasonable accommodations; lactating students  |
| Ed. Code 222.5                          | Pregnant and parenting students; notification of rights  |
| Ed. Code 231.5                          | Sexual harassment policy   |
| Ed. Code 234.4                          | Mandated policy on bullying prevention   |
| Ed. Code 234.6                          | Bullying and harassment prevention information   |
| Ed. Code 234.7                          | Student protections relating to immigration and citizenship status   |
| Ed. Code 32280-32289.5                  | School safety plans  |
| Ed. Code 32283.5                        | Bullying; online training  |
| Ed. Code 33479-33479.9                  | The Eric Parades Sudden Cardiac Arrest Prevention Act  |
| Ed. Code 35179.4-35179.6                | Interscholastic athletic programs, safety; swimming pool safety that is not part of interscholastic athletic program |
| Ed. Code 35183.1                        | Graduation ceremonies; tribal regalia or recognized object of religious/cultural significance                        |
| Ed. Code 35292.6                        | Stocking of menstrual products   |
| Ed. Code 35330                          | Field trips and excursions; student fees   |
| Ed. Code 38001.5                        | <a href="#">Training for security officers</a>   |

|                        |  |
|------------------------|--|
| Ed. Code 38080-38086   | School meals   |
| Ed. Code 39831.3       | Transportation safety plan   |
| Ed. Code 39843         | Disciplinary action against bus driver; report to Department of Motor Vehicles |
| Ed. Code 41024         | Report of expenditure of state facility funds                                  |
| Ed. Code 42100         | Annual statement of receipts and expenditures                                  |
| Ed. Code 44030.5       | Reporting change in employment status due to alleged misconduct                |
| Ed. Code 44237         | Criminal record summary  |
| Ed. Code 44258.9       | Monitoring of teacher assignments  |
| Ed. Code 44691         | Information on detection of child abuse; annual training                       |
| Ed. Code 44830.1       | Certificated employees; conviction of a violent or serious felony              |
| Ed. Code 45122.1       | Classified employees; conviction of a violent or serious felony                |
| Ed. Code 45125.1       | Criminal records summary; employees of contracting entity                      |
| Ed. Code 46015         | Accommodations for pregnant and parenting students; parental leave             |
| Ed. Code 46390-46393   | Emergency average daily attendance   |
| Ed. Code 47600-47616.7 | Charter Schools Act of 1992  |
| Ed. Code 47634.2       | Nonclassroom-based instruction   |
| Ed. Code 47640-47647   | Special education funding for charter schools                                  |
| Ed. Code 47651         | Apportionment of funds; charter schools  |
| Ed. Code 48000         | Minimum age of admission for kindergarten; transitional kindergarten           |
| Ed. Code 48010         | Minimum age of admission (first grade)   |
| Ed. Code 48206.3-48208 | Students with temporary disabilities; individual instruction                   |
| Ed. Code 48850-48859   | Education of foster youth and homeless students                                |
| Ed. Code 48901.1       | Suspension and expulsion; willful defiance                                     |
| Ed. Code 48907         | Exercise of free expression; time, place and manner rules and regulations      |
| Ed. Code 48913.5       | Suspended students; homework assignments                                       |
| Ed. Code 48950         | Speech and other communication   |
| Ed. Code 48985         | Notices to parents in language other than English                              |
| Ed. Code 49005-49006.4 | Seclusion and restraint  |
| Ed. Code 49010         | Pupil fees   |

|                          |  |
|--------------------------|--|
| Ed. Code 49011           | Student fees   |
| Ed. Code 49014           | Public School Fair Debt Collection Act   |
| Ed. Code 49061           | Definitions; directory information   |
| Ed. Code 49062.5         | Student records; name or gender change   |
| Ed. Code 49070           | Challenging student records  |
| Ed. Code 49073.2         | Privacy of student and parent/guardian personal information; minutes of board meeting                          |
| Ed. Code 49076.7         | Student records; data privacy; social security numbers   |
| Ed. Code 49110           | Authority to issue work permits  |
| Ed. Code 49381           | Human trafficking prevention   |
| Ed. Code 49414           | Epinephrine auto-injectors   |
| Ed. Code 49414.3         | Administration of opioid antagonist  |
| Ed. Code 49428           | Notification of mental health services   |
| Ed. Code 49428.5         | Employment of medical personnel  |
| Ed. Code 49430-49434     | The Pupil Nutrition, Health, and Achievement Act of 2001   |
| Ed. Code 49431.9         | Prohibition of advertisement of non-nutritious foods   |
| Ed. Code 49475           | Health and safety; concussions and head injuries   |
| Ed. Code 49501.5         | Free breakfast and lunch to all students   |
| Ed. Code 49557.5         | Child Hunger Prevention and Fair Treatment Act of 2017   |
| Ed. Code 49564           | Meals for needy students   |
| Ed. Code 49564.3         | Provision of federal universal meal service  |
| Ed. Code 49700-49701     | Education of children of military families   |
| Ed. Code 51224.7         | Mathematics placement policy   |
| Ed. Code 51225.1-51225.2 | Exemption from local graduation requirements; acceptance of coursework   |
| Ed. Code 51225.3         | High school graduation requirements  |
| Ed. Code 51225.6         | Instruction in cardiopulmonary resuscitation; districts that require health education for graduation           |
| Ed. Code 51225.7-51225.8 | Completion and submission of the Free Application for Federal Student Aid and California Dream Act Application |
| Ed. Code 51413           | Diploma of graduation without passage of high school exit examination  |
| Ed. Code 51744-51749.6   | Independent study  |
| Ed. Code 51925-51929     | Mandatory mental health education  |
| Ed. Code 51930-51939     | California Healthy Youth Act   |

|                                 |   |
|---------------------------------|---|
| Ed. Code 52052                  | Accountability; numerically significant student subgroups                         |
| Ed. Code 52060-52077            | Local control and accountability plan   |
| Ed. Code 52075                  | Uniform complaint procedures  |
| Ed. Code 56026                  | Special education   |
| Ed. Code 56040.3                | Availability of assistive technology device                                       |
| Ed. Code 56145-56146            | Special education services in charter schools                                     |
| Ed. Code 56365-56366.12         | Nonpublic, nonsectarian schools   |
| <b>Ed. Code 56521.1-56521.2</b> | <b>Emergency Interventions</b>  |
| Ed. Code 60600-60648.5          | Assessment of academic achievement  |
| Ed. Code 64000                  | Categorical programs included in consolidated application                         |
| Ed. Code 64001                  | School plan for student achievement; consolidated application programs            |
| Ed. Code 65000-65001            | School site councils  |
| Ed. Code 69432.9-69432.92       | Cal Grant program; notification of grade point average and high school graduation |
| Gov. Code 1090-1099             | Prohibitions applicable to specified officers                                     |
| Gov. Code 3540-3549.3           | Educational Employment Relations Act  |
| Gov. Code 3555-3559             | Public employee communication, information and orientation                        |
| Gov. Code 54950-54963           | The Ralph M. Brown Act  |
| Gov. Code 7920.000-7930.170 215 | California Public Records Act   |
| Gov. Code 81000-91014           | Political Reform Act of 1974  |
| H&S Code 104420                 | Tobacco Use Prevention Education grant program                                    |
| H&S Code 104559                 | Tobacco-free schools  |
| Lab. Code 1198.5                | Personnel records related to performance and grievance                            |
| Lab. Code 3074.2                | College and career fairs; notice to apprenticeship programs                       |
| Pen. Code 1192.7                | Definition of serious felony  |
| Pen. Code 667.5                 | Definition of violent felony  |
| Veh. Code 28160                 | Child safety alert system   |
| <b>Federal</b>                  | <b>Description</b>  |
| 20 USC 1681-1688                | Title IX of the Education Amendments of 1972; discrimination based on sex         |
| 20 USC 6311                     | State plan  |
| 20 USC 7221-7221j               | Charter schools   |
| 34 CFR 200.1-200.78             | Accountability  |

|  |  |
|--|--|
| 42 USC 11431-11435                                   | McKinney-Vento Homeless Assistance Act   |
| <b>Management Resources</b>                          | <b>Description</b>   |
| Attorney General Opinion                             | 104 Ops.Cal.Atty.Gen. 66 (2021)  |
| Attorney General Opinion                             | 101 Ops.Cal.Atty.Gen. 92 (2018)  |
| Attorney General Opinion                             | 78 Ops.Cal.Atty.Gen. 297 (1995)  |
| Attorney General Opinion                             | 89 Ops.Cal.Atty.Gen. 166 (2006)  |
| Attorney General Opinion                             | 80 Ops.Cal.Atty.Gen. 52 (1997)   |
| CA Department of Education<br>Publication            | California School Accounting Manual  |
| CA Office of Administrative Hearings<br>Decisions    | Student v. Horizon Instructional Systems Charter School,<br>(2012) OAH Case No. 2011060763   |
| California Department of Education<br>Publication    | <a href="#">Pupil Fees, Deposits, and Other Charges, Fiscal Management<br/>Advisory 20-01, July 23, 2020</a>   |
| California Department of Education<br>Publication    | Model Youth Suicide Prevention Policy<br>( <a href="https://www.cde.ca.gov/ls/mh/documents/modelpolicy.docx">https://www.cde.ca.gov/ls/mh/documents/modelpolicy.docx</a> ) |
| California Dept. of Pesticide Reg.<br>Publication    | School District Integrated Pest Management Plan Template   |
| California Interscholastic Federation<br>Publication | Pursuing Victory with Honor, 1999  |
| Court Decision                                       | Ridgecrest Charter School v. Sierra Sands Unified School<br>District (2005) 130 Cal.App.4th 986  |
| CSBA Publication                                     | Charter Schools: A Guide for Governance Teams, rev. 2021   |
| CSBA Publication                                     | Uncharted Waters: Recommendations for Prioritizing Student<br>Achievement and Effective Governance in California's Charter<br>Schools, September 2018                      |
| CSBA Publication                                     | Charter Schools in Focus, Issue 2: Ensuring Effective<br>Oversight, Governance Brief, October 2017   |
| U.S. DOE Guidance                                    | Charter Schools Program: Title V, Part B of the ESEA,<br>Nonregulatory Guidance, January 2014  |
| Website  | <a href="#">CSBA District and County Office of Education Legal Services</a>  |
| Website  | <a href="#">U.S. Department of Agriculture</a>   |
| Website  | <a href="#">National Suicide Prevention Lifeline</a>   |
| Website  | <a href="#">National Domestic Violence Hotline</a>   |
| Website  | <a href="#">California State Teachers Retirement System</a>  |
| Website  | <a href="#">California Public Employees Retirement System</a>  |
| Website  | <a href="#">California Department of General Services, Office of<br/>Administrative Hearings</a>   |
| Website  | <a href="#">California Commission on Teacher Credentialing</a>   |

|         |   |
|---------|---|
| Website | <a href="#">California Commission on Peace Officer Standards and Training</a> |
| Website | <a href="#">California Bureau of Security and Investigative Services</a>      |
| Website | <a href="#">California State Controller</a>                                   |
| Website | <a href="#">California Department of Pesticide Regulation</a>                 |
| Website | <a href="#">California Student Aid Commission</a>                             |
| Website | <a href="#">National Association of Charter School Authorizers</a>            |
| Website | <a href="#">California Charter Schools Association</a>                        |
| Website | <a href="#">California Department of Education, Charter Schools</a>           |
| Website | <a href="#">California Interscholastic Federation</a>                         |
| Website | <a href="#">California Office of the Attorney General</a>                     |
| Website | <a href="#">CSBA</a>  |
| Website | <a href="#">U.S. Department of Education</a>                                  |

## Cross References

| Code    | Description                           |
|---------|---------------------------------------|
| 0420.4  | Charter School Authorization          |
| 0420.4  | Charter School Authorization          |
| 0420.42 | Charter School Renewal                |
| 0420.43 | Charter School Revocation             |
| 0460    | Local Control And Accountability Plan |
| 0460    | Local Control And Accountability Plan |
| 0500    | Accountability                        |
| 1312.3  | Uniform Complaint Procedures          |
| 1312.3  | Uniform Complaint Procedures          |
| 1312.3  | Uniform Complaint Procedures          |
| 1312.3  | Uniform Complaint Procedures          |
| 1431    | Waivers                               |
| 6162.51 | State Academic Achievement Tests      |
| 6162.51 | State Academic Achievement Tests      |
| 7160    | Charter School Facilities             |
| 7160    | Charter School Facilities             |



**Policy 1113: District And School Web Sites Websites**

**Status:** ADOPTED

**Original Adopted Date:** 07/01/2007 | **Last Revised Date:** 10 06/01/2017 2023 | **Last Reviewed Date:** 10 06/01/2017 2023

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

### Design Standards

The Superintendent or designee shall establish design standards for district and school web sites websites in order to maintain a consistent identity, professional appearance, and ease of use.

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

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

### Web Site Website Content

The Superintendent or designee shall develop content guidelines for district and school web sites websites and assign staff to review and approve content prior to posting.

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

### Privacy Rights

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

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

The district regards photographs as a category of directory information that would not generally be considered harmful or an invasion of privacy if disclosed. Therefore, a student's photograph, together with his/her the student's name, may be published on district or school web sites websites unless the student's parent/guardian has notified the district in writing to not release the student's photograph without prior written consent, in accordance with BP/AR 5125.1 - Release of Directory Information.

If students' names are not included, photographs of individual students or groups of students, such

as at a school event, may be published on school or district ~~web sites~~ **websites**.

Employees' home addresses, personal telephone numbers, and personal email addresses shall not be posted on district or school ~~web sites~~ **websites**.

The home address or telephone number of any elected or appointed official including, but not limited to, a Board member or public safety official, shall not be posted on district or school ~~web sites~~ **websites** without the prior written permission of that individual. (Government Code 3307.5, ~~6254.21, 6254.24~~ **7928.205, 7920.535**)

No public safety official shall be required to consent to the posting on the Internet of ~~his/her~~ **the public safety official's** photograph or identity as a public safety officer for any purpose if that officer reasonably believes that the disclosure may result in a threat, harassment, intimidation, or harm to the officer or ~~his/her~~ **the officer's** family. (Government Code 3307.5)

---

#### **Policy Reference Disclaimer:**

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

#### **State**

Bus. ~~and Prof.~~ Code 22580-22582

#### **Description**

~~Privacy Rights for California Minors in the Digital World~~  
~~Privacy rights for California minors in the digital world~~

Bus. ~~and Prof.~~ Code 22584-22585

[Student Online Personal Information Protection Act](#)

Bus. ~~and Prof.~~ Code 22586-22587

[Early Learning Personal Information Protection Act](#)

~~Civ. Code 1798.99.31~~

~~California Age-Appropriate Design Code Act~~

~~Ed. Code 32096~~

~~COVID-19 testing in schools~~

~~Ed. Code 32526~~

~~COVID Emergency Appropriations for Education~~

Ed. Code 35182.5

Contracts for advertising

Ed. Code 35258

Internet access to school accountability report cards

Ed. Code 48852.6

Information regarding homelessness

Ed. Code 48907

Exercise of free expression; time, place and manner rules and regulations

Ed. Code 48950

Speech and other communication

Ed. Code 49061

Definitions; directory information

Ed. Code 49073

Release of directory information

Ed. Code 60048

Commercial brand names, contracts or logos

Gov. Code 11135

[Prohibition of discrimination](#)

Gov. Code 12950

California ~~Civil Rights~~ Department ~~of Fair Employment and Housing~~ posters

Gov. Code 3307.5

Publishing identity of public safety officers

~~Gov. Code 6254.21~~

~~Publishing addresses and telephone numbers of officials~~

~~Gov. Code 6254.24~~

~~Definition of public safety official~~

Gov. Code 7920.000-7930.170 215

California Public Records Act

Pen. Code 14029.5

Prohibition against publishing personal information of person in witness protection program

Pub. Res. Code 21082.1

California Environmental Quality Act environmental review documents

## Federal

## Description

16 CFR 312.1-312.12 13

Children's Online Privacy Protection Act

17 USC 101-122

Subject matter and scope of copyright

17 USC 504

Penalties for copyright infringement

20 USC 1232g

Family Educational Rights and Privacy Act (FERPA) of 1974

29 USC 705

Definitions; Vocational Rehabilitation Act

29 USC 794

Rehabilitation Act of 1973; Section 504

34 CFR 104.1-104.61

Nondiscrimination on the basis of disability

34 CFR 99.1-99.67

Family Educational Rights and Privacy

42 USC 12101-12213

Americans with Disabilities Act

## Management Resources

## Description

CA Civil Rights Department Publication

Sexual Harassment

CA Civil Rights Department Publication

Family Care and Medical Leave and Pregnancy Disability Leave

CA Civil Rights Department Publication

California Law Prohibits Workplace Discrimination and Harassment

CA Civil Rights Department Publication

~~The Rights of Employees Who Are~~ Transgender ~~or Gender~~  
Nonconforming Rights in the Workplace

CA Civil Rights Department Publication

Your Rights and Obligations as a Pregnant Employee

Court Decision

Aaris v. Las Virgenes Unified School District, (1998) 64 Cal.App.4th 1112

Court Decision

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

U.S. Department of Agriculture  
Publication

Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016

U.S. Department of Justice Publication

Accessibility of State and Local Government Websites to People with Disabilities, June 2003

U.S. DOE Office for Civil Rights  
Publication

Joint Dear Colleague Letter: Electronic Book Readers, June 29, 2010

U.S. DOE, Office for Civil Rights  
Publication

Dear Colleague Letter, May 26, 2011

|                                       |  |
|---------------------------------------|--|
| Website                               | <a href="#">CSBA District and County Office of Education Legal Services</a>                          |
| Website                               | <a href="#">Governor's Office of Planning and Research, The California Environmental Quality Act</a> |
| Website                               | <a href="#">California Department of Education, Web Accessibility Standards</a>                      |
| Website                               | <a href="#">California School Public Relations Association</a>                                       |
| Website                               | <a href="#">U.S. Department of Justice, Civil Rights Division, Disability Rights Section</a>         |
| Website                               | <a href="#">World Wide Web Consortium, Web Accessibility Initiative</a>                              |
| Website                               | <a href="#">CSBA</a>   |
| Website                               | <a href="#">U.S. Department of Education, Office for Civil Rights</a>                                |
| Website                               | <a href="#">California Civil Rights Department</a>   |
| World Wide Web Consortium Publication | Web Content Accessibility Guidelines, December 2008  |

## Cross References

| Code   | Description   |
|--------|---|
| 0000   | Vision  |
| 0410   | Nondiscrimination In District Programs And Activities |
| 0440   | District Technology Plan                              |
| 0440   | District Technology Plan                              |
| 0450   | Comprehensive Safety Plan                             |
| 0450   | Comprehensive Safety Plan                             |
| 0460   | Local Control And Accountability Plan                 |
| 0460   | Local Control And Accountability Plan                 |
| 0500   | Accountability  |
| 0510   | School Accountability Report Card                     |
| 1100   | Communication With The Public                         |
| 1112   | Media Relations                                       |
| 1114   | District-Sponsored Social Media                       |
| 1114   | District-Sponsored Social Media                       |
| 1312.3 | Uniform Complaint Procedures                          |
| 1312.3 | Uniform Complaint Procedures                          |
| 1312.3 | Uniform Complaint Procedures                          |
| 1312.3 | Uniform Complaint Procedures                          |

|         |   |
|---------|---|
| 1325    | Advertising And Promotion                                   |
| 1340    | Access To District Records                                  |
| 1340    | Access To District Records                                  |
| 3290    | Gifts, Grants And Bequests                                  |
| 3311    | Bids  |
| 3311    | Bids  |
| 3513.3  | Tobacco-Free Schools  |
| 3513.3  | Tobacco-Free Schools  |
| 3515    | Campus Security   |
| 3515    | Campus Security   |
| 3515.3  | District Police/Security Department                         |
| 3515.3  | District Police/Security Department                         |
| 3515.7  | Firearms On School Grounds                                  |
| 3516    | Emergencies And Disaster Preparedness Plan                  |
| 3516    | Emergencies And Disaster Preparedness Plan                  |
| 3516.5  | Emergency Schedules   |
| 3551    | Food Service Operations/Cafeteria Fund                      |
| 3551    | Food Service Operations/Cafeteria Fund                      |
| 3552    | Summer Meal Program   |
| 3552    | Summer Meal Program   |
| 3580    | District Records  |
| 3580    | District Records  |
| 4030    | Nondiscrimination In Employment                             |
| 4030    | Nondiscrimination In Employment                             |
| 4040    | Employee Use Of Technology                                  |
| 4040    | Employee Use Of Technology                                  |
| 4119.21 | Professional Standards                                      |
| 4119.21 | Professional Standards                                      |
| 4119.23 | Unauthorized Release Of Confidential/Privileged Information |
| 4131    | Staff Development   |
| 4132    | Publication Or Creation Of Materials                        |
| 4161.8  | Family Care And Medical Leave                               |
| 4219.21 | Professional Standards                                      |

|         |   |
|---------|---|
| 4219.21 | Professional Standards                                      |
| 4219.23 | Unauthorized Release Of Confidential/Privileged Information |
| 4231    | Staff Development   |
| 4232    | Publication Or Creation Of Materials                        |
| 4261.8  | Family Care And Medical Leave                               |
| 4319.21 | Professional Standards                                      |
| 4319.21 | Professional Standards                                      |
| 4319.23 | Unauthorized Release Of Confidential/Privileged Information |
| 4331    | Staff Development   |
| 4332    | Publication Or Creation Of Materials                        |
| 4361.8  | Family Care And Medical Leave                               |
| 5022    | Student And Family Privacy Rights                           |
| 5022    | Student And Family Privacy Rights                           |
| 5125    | Student Records   |
| 5125    | Student Records   |
| 5125.1  | Release Of Directory Information                            |
| 5125.1  | Release Of Directory Information                            |
| 5125.1  | Release Of Directory Information                            |
| 5131.2  | Bullying  |
| 5131.2  | Bullying  |
| 6020    | Parent Involvement  |
| 6020    | Parent Involvement  |
| 6145.2  | Athletic Competition  |
| 6145.2  | Athletic Competition  |
| 6152.1  | Placement In Mathematics Courses                            |
| 6152.1  | Placement In Mathematics Courses                            |
| 6162.6  | Use Of Copyrighted Materials                                |
| 6162.6  | Use Of Copyrighted Materials                                |
| 6163.4  | Student Use Of Technology                                   |
| 6163.4  | Student Use Of Technology                                   |
| 6173    | Education For Homeless Children                             |
| 6173    | Education For Homeless Children                             |
| 6173    | Education For Homeless Children                             |

|      |   |
|------|---|
| 6173 | Education For Homeless Children         |
| 6190 | Evaluation Of The Instructional Program |
| 7150 | Site Selection And Development          |
| 7150 | Site Selection And Development          |
| 7214 | General Obligation Bonds                |
| 7214 | General Obligation Bonds                |
| 9010 | Public Statements                       |
| 9012 | Board Member Electronic Communications  |
| 9310 | Board Policies                          |
| 9320 | Meetings And Notices                    |
| 9322 | Agenda/Meeting Materials                |

**Policy 4112.2: Certification**

**Status:** ADOPTED

**Original Adopted Date:** 11/01/2008 | **Last Revised Date:** 03/06/01/2020 2023 | **Last Reviewed Date:** 03/06/01/2020 2023

The Governing Board recognizes that the district's ability to provide a high-quality educational program is dependent upon the employment of certificated staff who are adequately prepared and have demonstrated proficiency in basic skills and **competency** in the subject matter to be taught. The Superintendent or designee shall ensure that persons employed to fill positions requiring certification qualifications possess the appropriate credential, permit, or other certification document from the Commission on Teacher Credentialing (CTC) and fulfill any additional state, federal, or district requirements for the position.

The Superintendent or designee shall provide assistance and support to teachers holding preliminary credentials to enable them to meet the qualifications required for the clear credential.

**Priorities for Hiring Based on Unavailability of Credentialed Teacher**

The Superintendent or designee shall make reasonable efforts to recruit a fully prepared teacher who is authorized in the subject or setting for each assignment or, when necessary, a fully prepared teacher serving on a local assignment option. Whenever a teacher with a clear or preliminary credential is not available, **and the Board adopts a resolution that it has made reasonable efforts to recruit a fully prepared teacher for the assignment**, the Superintendent or designee shall make reasonable efforts to recruit an individual for the assignment in the following order: (Education Code 44225.7)

1. A candidate who enrolls in an approved **intern internship** program in the region of the district and possesses an intern credential
2. A candidate who is scheduled to complete preliminary credential requirements within six months and who is granted a provisional internship permit (PIP) or short-term staff permit issued by **the** CTC

The Board shall **take action to** approve, **as an action item** at an open Board meeting, a notice of its intent to employ a PIP applicant for a specific position. (5 CCR 80021.1)

3. An individual who has been granted a credential waiver by **the** CTC

**Prior** **Annually, the Board shall**, prior to requesting that **the** CTC issue an emergency permit or limited assignment permit, **the Board shall annually** approve a Declaration of Need for Fully Qualified Educators. The Declaration of Need shall be approved by the Board as an action item at a regularly scheduled open Board meeting, with the entire Declaration of Need being included in the Board agenda (Education Code 44225, 44225.7; 5 CCR 80023.2, 80026, 80027, 80027.1)

The Declaration of Need shall certify that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) and that the district has made reasonable efforts to recruit individuals who meet the qualifications specified in **items** **Items** #1-2 above. The Declaration of Need shall also indicate the number and type of emergency permits



and limited assigned permits that the district estimates it will need during the valid period of the Declaration of Need, based on the previous year's actual needs and projections of enrollment. It shall also specify each subject to be listed on the General Education Limited Assignment Single Subject Teaching Permits and the target language on Emergency Bilingual Permits. Whenever the actual number of permits needed exceeds the estimate by 10 percent, the Board shall revise and resubmit the Declaration of Need. (5 CCR 80026)

Whenever it is necessary to employ noncredentialed teachers to fill a position requiring certification qualifications, the Superintendent or designee shall provide support and guidance in accordance with law to ensure the quality of the instructional program.

### **National Board for Professional Teaching Standards Certification**

The Superintendent or designee shall promote a career continuum that includes participation of district teachers in professional learning that supports their completion of advanced certification awarded by the National Board for Professional Teaching Standards (NBPTS). The Superintendent or designee may coordinate a cohort of teachers through school or district programs or other available networks.

With Board approval and funding, and consistent with the collective bargaining agreement and applicable law, the Superintendent may provide an incentive program for teacher participation in NBPTS certification, which may include:

1. Defraying, subsidizing, or reimbursing the registration, certification, or maintenance fees for NBPTS certification
2. Providing bonuses, step increases, or differential pay for teachers who maintain their certification and continue to teach in the district, with priority given to teachers at Title I schools and schools serving a majority of low-income students
3. Providing substitute teachers to provide release time for participating teachers
4. Providing stipends for teacher participation that match other professional development stipends
5. Compensating mentor teachers who support other teachers' professional learning aligned to NBPTS standards

### **Parental Notifications**

At the beginning of each school year, the Superintendent or designee shall notify the parents/guardians of each student attending a school receiving Title I funds that they may request information regarding the professional qualifications of their child's classroom teacher including, but not limited to, whether the teacher: (20 USC 6312)

1. Has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction
2. Is teaching under emergency or other provisional status through which state qualification or licensing criteria have been waived
3. Is teaching in the field of discipline of the teacher's certification

In addition, the Superintendent or designee shall notify parents/guardians in a timely manner whenever their child has been assigned, or has been taught for four or more consecutive weeks by, a teacher who does not meet applicable state certification or licensure requirements at the grade level and subject area to which the teacher has been assigned. (20 USC 6312)

---

**Policy Reference Disclaimer:**

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

| <b>State</b>   | <b>Description</b>  |
|--|---|
| 5 CCR 80001- <del>80674.6</del> 80694                  | Commission on Teacher Credentialing   |
| 5 CCR 80001-80694                                      | Commission on Teacher Credentialing   |
| Ed. Code 32340-32341                                   | Unlawful issuance of a credential   |
| Ed. Code 35186   | Complaints regarding teacher vacancy or misassignment   |
| Ed. Code 44066   | Limitations on certification requirements   |
| Ed. Code 44200-44418                                   | Teacher credentialing   |
| Ed. Code 44250-44277                                   | Credentials and assignment of teachers  |
| Ed. Code 44300-44302                                   | Emergency permit  |
| Ed. Code 44325-44328                                   | District interns  |
| Ed. Code 44330-44355                                   | Certificates and credentials  |
| <b>Ed. Code 44395</b>                                  | <b>National Board for Professional Teaching Standards Certification Incentive Program</b>   |
| Ed. Code 44420-44440                                   | Revocation and suspension of credentials  |
| Ed. Code 44450-44468                                   | University internship program   |
| Ed. Code 44830-44929                                   | Employment of certificated persons; requirement of proficiency in basic skills  |
| Ed. Code 56060-56063                                   | Substitute teachers in special education  |
| Ed. Code 8295-8305                                     | Child development program; personnel qualifications   |
| <b>Federal</b>   | <b>Description</b>  |
| 20 USC 6312  | Title I local educational agency plans; notifications regarding teacher qualifications  |
| 34 CFR 200.61  | Parent notification regarding teacher qualifications  |
| <b>Management Resources</b>                            | <b>Description</b>  |
| <b>Commission on Teacher Credentialing Publication</b> | <b>Proposed Amendments to Title 5 of the California Code of Regulations Pertaining to Subject Matter Competency, Coded Correspondence 22-06, October 21, 2022</b>     |
| Commission on Teacher Credentialing Publication        | Proposed Amendments and Additions to Title 5 of the California Code of Regulations Pertaining to Subject Matter Competence, Coded Correspondence 21-06, September 20, |

|  |  |
|--|--|
|  | 2021   |
| Commission on Teacher Credentialing Publication            | Assembly Bill 320: Regional Accreditation for Coursework and Degrees Used for Certification Purposes, Credential Information Alert 22-02, March 1, 2022                              |
| Commission on Teacher Credentialing Publication            | Waiver Requests Guidebook, 2015  |
| <del>Commission on Teacher Credentialing Publication</del> | <del>Credential Information Guide</del>  |
| Commission on Teacher Credentialing Publication            | Subject Matter Authorization Guideline Book, December 2019   |
| Commission on Teacher Credentialing Publication            | Supplementary Authorization Guideline Book, December 2019  |
| <del>Commission on Teacher Credentialing Publication</del> | <del>The Administrator's Assignment Manual, 2021</del>   |
| Commission on Teacher Credentialing Publication            | Hiring Hierarchy in Education Code 44225.7, Coded Correspondence 13-01, January 30, 2013   |
| Commission on Teacher Credentialing Publication            | Approved Addition and Amendments to Title 5 of the California Code of Regulations Pertaining to Teaching Permit for Statutory Leave (TPSL), Coded Correspondence 16-10, Aug 23, 2016 |
| Commission on Teacher Credentialing Publication            | California Standards for the Teaching Profession (CSTP), <b>October</b> 2009   |
| Commission on Teacher Credentialing Publication            | CL-667 Basic Skills Requirement  |
| Commission on Teacher Credentialing Publication            | CL-856 Provisional Internship Permit   |
| Commission on Teacher Credentialing Publication            | CL-858 Short-Term Staff Permit   |
| Court Decision   | Association of Mexican-American Educators ( <b>AMAE</b> ) et al. v. State of California and the Commission on Teacher Credentialing <del>(1993) 836</del> (2000) 231 F.1534 3d 572   |
| Nat'l Board for Prof. Teaching Stds. Publication           | Using Federal Funds for National Board Activities: An Action-Planning Guide  |
| Nat'l Board for Prof. Teaching Stds. Publication           | Considerations for Using Federal Funds to Support National Board Certification   |
| Website  | <a href="#"><u>Office of Administrative Law</u></a>  |
| Website  | <a href="#"><u>CSBA District and County Office of Education Legal Services</u></a>   |
| Website  | <a href="#"><u>California Department of Education, CA NBPTS Certification Incentive Program 2021-26</u></a>  |
| Website  | <a href="#"><u>National Board Resource Center</u></a>  |

|         |   |
|---------|---|
| Website | <a href="#">National Board for Professional Teaching Standards</a>  |
| Website | <a href="#">Commission on Teacher Credentialing</a>   |
| Website | <a href="#">Commission on Teacher Credentialing, Credential Information Guide (for employers' use only)</a> |
| Website | <a href="#">CSBA</a>  |
| Website | <a href="#">U.S. Department of Education</a>  |

## Cross References

| Code    | Description                              |
|---------|--|
| 0460    | Local Control And Accountability Plan    |
| 0460    | Local Control And Accountability Plan    |
| 1312.4  | Williams Uniform Complaint Procedures    |
| 1312.4  | Williams Uniform Complaint Procedures    |
| 1312.4  | Williams Uniform Complaint Procedures    |
| 3580    | District Records                         |
| 3580    | District Records                         |
| 4111    | Recruitment And Selection                |
| 4112    | Appointment And Conditions Of Employment |
| 4112.21 | Interns                                  |
| 4112.21 | Interns                                  |
| 4112.22 | Staff Teaching English Learners          |
| 4112.5  | Criminal Record Check                    |
| 4112.5  | Criminal Record Check                    |
| 4112.6  | Personnel Files                          |
| 4113    | Assignment                               |
| 4113    | Assignment                               |
| 4114    | Transfers                                |
| 4117.14 | Postretirement Employment                |
| 4117.3  | Personnel Reduction                      |
| 4119.21 | Professional Standards                   |
| 4119.21 | Professional Standards                   |
| 4121    | Temporary/Substitute Personnel           |
| 4121    | Temporary/Substitute Personnel           |
| 4131    | Staff Development                        |

|         |                                     |
|---------|-------------------------------------|
| 4131.1  | Teacher Support And Guidance        |
| 4131.1  | Teacher Support And Guidance        |
| 4161.1  | Personal Illness/Injury Leave       |
| 4161.11 | Industrial Accident/Illness Leave   |
| 4161.3  | Professional Leaves                 |
| 4161.8  | Family Care And Medical Leave       |
| 4211    | Recruitment And Selection           |
| 4212.5  | Criminal Record Check               |
| 4212.5  | Criminal Record Check               |
| 4212.6  | Personnel Files                     |
| 4219.21 | Professional Standards              |
| 4219.21 | Professional Standards              |
| 4222    | Teacher Aides/Paraprofessionals     |
| 4222    | Teacher Aides/Paraprofessionals     |
| 4261.11 | Industrial Accident/Illness Leave   |
| 4261.8  | Family Care And Medical Leave       |
| 4311    | Recruitment And Selection           |
| 4312.5  | Criminal Record Check               |
| 4312.5  | Criminal Record Check               |
| 4312.6  | Personnel Files                     |
| 4317.14 | Postretirement Employment           |
| 4319.21 | Professional Standards              |
| 4319.21 | Professional Standards              |
| 4361.1  | Personal Illness/Injury Leave       |
| 4361.11 | Industrial Accident/Illness Leave   |
| 4361.8  | Family Care And Medical Leave       |
| 5145.6  | Parent/Guardian Notifications       |
| 5145.6  | Parent/Guardian Notifications       |
| 5148    | Child Care And Development          |
| 5148    | Child Care And Development          |
| 6142.7  | Physical Education And Activity     |
| 6142.7  | Physical Education And Activity     |
| 6146.1  | High School Graduation Requirements |

|         |  |
|---------|--|
| 6146.2  | Certificate Of Proficiency/High School Equivalency |
| 6146.2  | Certificate Of Proficiency/High School Equivalency |
| 6146.2  | Certificate Of Proficiency/High School Equivalency |
| 6158    | Independent Study                                  |
| 6158    | Independent Study                                  |
| 6162.51 | State Academic Achievement Tests                   |
| 6162.51 | State Academic Achievement Tests                   |
| 6163.1  | Library Media Centers                              |
| 6164.2  | Guidance/Counseling Services                       |
| 6170.1  | Transitional Kindergarten                          |
| 6172    | Gifted And Talented Student Program                |
| 6172    | Gifted And Talented Student Program                |
| 6178    | Career Technical Education                         |
| 6178    | Career Technical Education                         |
| 6178.1  | Work-Based Learning                                |
| 6178.1  | Work-Based Learning                                |
| 6183    | Home And Hospital Instruction                      |
| 6200    | Adult Education                                    |
| 6200    | Adult Education                                    |

**Policy 4140: Bargaining Units**

**Status:** ADOPTED

**Original Adopted Date:** 11/01/2011 | **Last Revised Date:** 09/06/01/2022 2023 | **Last Reviewed Date:** 09/06/01/2022 2023

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative to represent the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

**Formation of Bargaining Units**

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees and is not represented by an employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, such employees may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

*Management employee* means any an employee who has in a position having significant responsibilities for formulating district policies or administering district programs, and whose position is. Management positions shall be designated as a management position by the Board which may be subject to review by the Public Employment Relations Board. (Government Code 3540.1)

*Confidential employee* means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management

positions. (Government Code 3540.1)

## Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

The Superintendent or designee may communicate with district employees regarding their rights **under the law to join and/or support an officially recognized employee organization or to refrain from joining or supporting an officially recognized employee organization.** Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' **right to join or support an employee organization or to refrain from joining or supporting an employee organization** **rights under the law**, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

## Access to New Employee Orientations

The district shall permit employee organizations access to new employee orientation or onboarding process where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided if an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, matters related to access to the new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. **The arbitrator selection process shall commence within 14 days of a party's demand for compulsory interest arbitration.** When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be **issued within 10 days and shall be** final and binding on the parties. (Government Code 3556, 3557)



The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting.

Upon the request of an exclusive representation scheduling, during which the exclusive representative shall be permitted to communicate directly with the newly hired employees.

Within seven days of an exclusive representative's request to schedule such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space within seven days of receiving the exclusive representatives's request.

2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people. If such an order prohibits all gatherings, the exclusive representative may schedule a meeting(s) once the order is lifted or modified to permit gatherings.

Alternative access to these meetings shall be determined through mutual agreement between the district and the exclusive representative.

### Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3 7928.300)

However, the Superintendent or designee shall not disclose the: (Government Code 3558, 6207, 6215, 6215.2, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions, nor disclose the home address, home
2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or of any employee who provides a written request that the information not be disclosed to the exclusive representative. Following

receipt of a written request, the district shall remove the

3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, and home telephone and personal cell phone numbers from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

At least, at the beginning of each school year, To provide accurate information, the Superintendent or designee shall review the list of contact information for district employees to ensure that the list is complete and contains accurate information, at the beginning of each school year, or more often as appropriate.

### **Communications with Employees**

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

### **Membership Dues or Other Payments to an Employee Organization**

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a

copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

---

**Policy Reference Disclaimer:**

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

| <b>State</b>           | <b>Description</b>   |
|------------------------|--|
| 8 CCR 33015-33490      | Recognition of exclusive representative; proceedings                       |
| 8 CCR 33700-33710      | Severance of established unit  |
| <del>8 CCR 34020</del> | <del>Petition to rescind organizational security arrangement</del>         |
| <del>8 CCR 34055</del> | <del>Reinstatement of organizational security arrangement</del>            |
| Ed. Code 45060-45061.5 | Deduction of fees from salary or wage payment; certificated employees      |
| Ed. Code 45100.5       | Senior classified management positions                                     |
| Ed. Code 45104.5       | Abolishment of senior classified management positions                      |
| Ed. Code 45108.5       | Definition of senior classified management employees                       |
| Ed. Code 45108.7       | Waiver of provisions of 45108.5  |
| Ed. Code 45168         | Deduction of fees from salary or wage payment; classified employees        |
| Ed. Code 45220-45320   | Merit system; classified employees   |
| Gov. Code 3540-3549.3  | Educational Employment Relations Act                                       |
| Gov. Code 3540.1       | Public employment; definitions   |
| Gov. Code 3543.4       | Management <del>position</del> and confidential positions; representation  |
| Gov. Code 3545         | Appropriateness of unit; basis   |
| Gov. Code 3550-3552    | Prohibition on public employers deterring or discouraging union membership |
| Gov. Code 3555-3559    | Public employee communication, information and orientation                 |
| Gov. Code 53260-53264  | Employment contracts   |
| Gov. Code 6205-6210    | Confidentiality of addresses for victims of domestic violence,<br>131/433  |

Gov. Code ~~6254.3~~ 6215-6216

sexual assault, or stalking

~~Disclosure of employee contact information to employee organization~~ Address confidentiality for individuals who face threats or violence because of work for a public entity

Gov. Code 6503.5

Joint powers agencies; agreement

Gov. Code 7920.000-7930.215

California Public Records Act

Gov. Code 7928.300

Personal information of agency employee

**Federal**

**Description**

~~8 CFR 33015-33490~~

~~Recognition of exclusive representative; proceedings~~

~~8 CFR 33700-33710~~

~~Severance of established unit~~

~~8 CFR 34020~~

~~Petition to rescind organizational security arrangement~~

~~8 CFR 34055~~

~~Reinstatement of organizational security arrangement~~

**Management Resources**

**Description**

Court Decision

County of Los Angeles v. ~~Service Employees International Union, Local 721~~ Los Angeles County Employee Relations Commission (2013) 56 Cal. 4th 905

Court Decision

Friedrichs v. California Teachers Association, et al. (2016) 136 S.Ct. 1083

Court Decision

Janus v. American Federation of State, County and Municipal Employees, Council 31 (2018) 138 S.Ct. 2448

Public Employment Relations Board Ruling

East Whittier School District (2004) PERB Dec. No. 1727

Public Employment Relations Board Ruling

City of Sacramento, (2019) PERB Dec. No. 2702m

Website

[CSBA District and County Office of Education Legal Services](#)

Website

[California Federation of Teachers](#)

Website

[California Public Employment Relations Board](#)

Website

[California School Employees Association](#)

Website

[California Teachers Association](#)

Website

[Association of California School Administrators](#)

Website

[CSBA](#)

**Cross References**

**Code**

**Description**

0450

Comprehensive Safety Plan

0450

Comprehensive Safety Plan

0460

Local Control And Accountability Plan

|         |  |
|---------|--|
| 0460    | Local Control And Accountability Plan    |
| 1340    | Access To District Records               |
| 1340    | Access To District Records               |
| 1431    | Waivers                                  |
| 4113    | Assignment                               |
| 4113    | Assignment                               |
| 4115    | Evaluation/Supervision                   |
| 4115    | Evaluation/Supervision                   |
| 4119.1  | Civil And Legal Rights                   |
| 4119.25 | Political Activities Of Employees        |
| 4119.25 | Political Activities Of Employees        |
| 4121    | Temporary/Substitute Personnel           |
| 4121    | Temporary/Substitute Personnel           |
| 4141    | Collective Bargaining Agreement          |
| 4143    | Negotiations/Consultation                |
| 4151    | Employee Compensation                    |
| 4154    | Health And Welfare Benefits              |
| 4154    | Health And Welfare Benefits              |
| 4161.2  | Personal Leaves                          |
| 4219.1  | Civil And Legal Rights                   |
| 4219.25 | Political Activities Of Employees        |
| 4219.25 | Political Activities Of Employees        |
| 4241    | Collective Bargaining Agreement          |
| 4243    | Negotiations/Consultation                |
| 4251    | Employee Compensation                    |
| 4254    | Health And Welfare Benefits              |
| 4254    | Health And Welfare Benefits              |
| 4261.2  | Personal Leaves                          |
| 4300    | Administrative And Supervisory Personnel |
| 4300    | Administrative And Supervisory Personnel |
| 4301    | Administrative Staff Organization        |
| 4312.1  | Contracts                                |
| 4315    | Evaluation/Supervision                   |

|         |                                   |
|---------|-----------------------------------|
| 4319.1  | Civil And Legal Rights            |
| 4319.25 | Political Activities Of Employees |
| 4319.25 | Political Activities Of Employees |
| 4351    | Employee Compensation             |
| 4354    | Health And Welfare Benefits       |
| 4354    | Health And Welfare Benefits       |
| 4361.2  | Personal Leaves                   |
| 9000    | Role Of The Board                 |
| 9321    | Closed Session                    |
| 9321    | Closed Session                    |
| 9321    | Closed Session                    |

**Policy 4240: Bargaining Units**

**Status:** ADOPTED

**Original Adopted Date:** 11/01/2011 | **Last Revised Date:** 09/06/01/2022 2023 | **Last Reviewed Date:** 09/06/01/2022 2023

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative to represent the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

**Formation of Bargaining Units**

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees and is not represented by an employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, such employees may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

*Management employee* means any an employee who has in a position having significant responsibilities for formulating district policies or administering district programs and whose position is. Management positions shall be designated as a management position by the Board which may be subject to review by the Public Employment Relations Board. (Government Code 3540.1)

*Confidential employee* means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management

positions. (Government Code 3540.1)

## Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

The Superintendent or designee may communicate with district employees regarding their rights **under the law to join and/or support an officially recognized employee organization or to refrain from joining or supporting an officially recognized employee organization.** Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' **right to join or support an employee organization or to refrain from joining or supporting an employee organization rights under the law,** such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

## Access to New Employee Orientations

The district shall permit employee organizations access to new employee orientation or onboarding process where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided if an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, matters related to access to the new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. **The arbitrator selection process shall commence within 14 days of a party's demand for compulsory interest arbitration.** When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall be **issued within 10 days and shall be** final and binding on the parties. (Government Code 3556, 3557)



The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting,

Upon the request of an exclusive representative scheduling, during which the exclusive representative shall be permitted to communicate directly with the newly hired employees.

Within seven days of an exclusive representative's request to schedule such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space within seven days of receiving the exclusive representative's request.

2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people. If such an order prohibits all gatherings, the exclusive representative may schedule a meeting(s) once the order is lifted or modified to permit gatherings.

Alternative access to these meetings shall be determined through mutual agreement between the district and the exclusive representative.

### Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee in the bargaining unit within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, 6254.3 7928.300)

However, the Superintendent or designee shall not disclose the: (Government Code 3558, 6207, 6215, 6215.2, 7928.300)

1. The home address and any phone numbers on file for employees performing law enforcement-related functions nor disclose the home address, home
2. The home address, home telephone or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 or of any employee who provides a written request that the information not be disclosed to the exclusive representative. Following

receipt of a written request, the district shall remove the

3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, and home telephone and personal cell phone numbers from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

At least, at the beginning of each school year, To provide accurate information, the Superintendent or designee shall review the list of contact information for district employees to ensure that the list is complete and contains accurate information at the beginning of each school year, or more often as appropriate.

### Communications with Employees

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

### Membership Dues or Other Payments to an Employee Organization

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process

employee written authorizations makes a request for payroll deductions, the district shall request a copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

---

**Policy Reference Disclaimer:**

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

| <b>State</b>           | <b>Description</b>   |
|------------------------|--|
| 8 CCR 33015-33490      | Recognition of exclusive representative; proceedings                       |
| 8 CCR 33700-33710      | Severance of established unit  |
| <del>8 CCR 34020</del> | <del>Petition to rescind organizational security arrangement</del>         |
| <del>8 CCR 34055</del> | <del>Reinstatement of organization security arrangement</del>              |
| Ed. Code 45060-45061.5 | Deduction of fees from salary or wage payment; certificated employees      |
| Ed. Code 45100.5       | Senior classified management positions                                     |
| Ed. Code 45104.5       | Abolishment of senior classified management positions                      |
| Ed. Code 45108.5       | Definition of senior classified management employees                       |
| Ed. Code 45108.7       | Waiver of provisions of 45108.5  |
| Ed. Code 45168         | Deduction of fees from salary or wage payment; classified employees        |
| Ed. Code 45220-45320   | Merit system; classified employees   |
| Gov. Code 3540-3549.3  | Educational Employment Relations Act                                       |
| Gov. Code 3540.1       | Public employment; definitions   |
| Gov. Code 3543.4       | Management <del>position</del> and confidential positions; representation  |
| Gov. Code 3545         | Appropriateness of unit; basis   |
| Gov. Code 3550-3552    | Prohibition on public employers deterring or discouraging union membership |
| Gov. Code 3555-3559    | Public employee communication, information and orientation                 |
| Gov. Code 53260-53264  | Employment contracts   |

|  |  |
|--|--|
| Gov. Code 6205-6210                      | Confidentiality of addresses for victims of domestic violence, sexual assault, or stalking   |
| Gov. Code <del>6254.3</del> 6215-6216    | <del>Disclosure of employee contact information employee organization</del> Address confidentiality for individuals who face threats or violence because of work for a public entity |
| Gov. Code 6503.5                         | Joint powers agencies; agreement   |
| Gov. Code 7920.000-7930.215              | California Public Records Act  |
| Gov. Code 7928.300                       | Personal information of agency employee  |
| <b>Federal</b>                           | <b>Description</b>   |
| 8 CFR 33015-33490                        | Recognition of exclusive representative; proceedings   |
| 8 CFR 33700-33710                        | Severance of established unit  |
| 8 CFR 34020                              | Petition to rescind organizational security arrangement  |
| 8 CFR 34055                              | Reinstatement of organizational security arrangement   |
| <b>Management Resources</b>              | <b>Description</b>   |
| Court Decision                           | County of Los Angeles v. <del>Service Employees International Union, Local 721</del> Los Angeles County Employee Relations Commission (2013) 56 Cal. 4th 905                         |
| Court Decision                           | Friedrichs v. California Teachers Association, et al. (2016) 136 S.Ct. 1083  |
| Court Decision                           | Janus v. American Federation of State, County and Municipal Employees, Council 31 (2018) 138 S.Ct. 2448  |
| Public Employment Relations Board Ruling | East Whittier School District (2004) PERB Dec. No. 1727  |
| Public Employment Relations Board Ruling | City of Sacramento, (2019) PERB Dec. No. 2702m   |
| Website                                  | <a href="#">CSBA District and County Office of Education Legal Services</a>  |
| Website                                  | <a href="#">California Federation of Teachers</a>  |
| Website                                  | <a href="#">California Public Employment Relations Board</a>   |
| Website                                  | <a href="#">California School Employees Association</a>  |
| Website                                  | <a href="#">California Teachers Association</a>  |
| Website                                  | <a href="#">Association of California School Administrators</a>  |
| Website                                  | <a href="#">CSBA</a>   |

### Cross References

| Code | Description                           |
|------|---------------------------------------|
| 0450 | Comprehensive Safety Plan             |
| 0450 | Comprehensive Safety Plan             |
| 0460 | Local Control And Accountability Plan |

|         |  |
|---------|--|
| 0460    | Local Control And Accountability Plan    |
| 1340    | Access To District Records               |
| 1340    | Access To District Records               |
| 1431    | Waivers                                  |
| 4113    | Assignment                               |
| 4113    | Assignment                               |
| 4115    | Evaluation/Supervision                   |
| 4115    | Evaluation/Supervision                   |
| 4119.1  | Civil And Legal Rights                   |
| 4119.25 | Political Activities Of Employees        |
| 4119.25 | Political Activities Of Employees        |
| 4121    | Temporary/Substitute Personnel           |
| 4121    | Temporary/Substitute Personnel           |
| 4141    | Collective Bargaining Agreement          |
| 4143    | Negotiations/Consultation                |
| 4151    | Employee Compensation                    |
| 4154    | Health And Welfare Benefits              |
| 4154    | Health And Welfare Benefits              |
| 4161.2  | Personal Leaves                          |
| 4219.1  | Civil And Legal Rights                   |
| 4219.25 | Political Activities Of Employees        |
| 4219.25 | Political Activities Of Employees        |
| 4241    | Collective Bargaining Agreement          |
| 4243    | Negotiations/Consultation                |
| 4251    | Employee Compensation                    |
| 4254    | Health And Welfare Benefits              |
| 4254    | Health And Welfare Benefits              |
| 4261.2  | Personal Leaves                          |
| 4300    | Administrative And Supervisory Personnel |
| 4300    | Administrative And Supervisory Personnel |
| 4301    | Administrative Staff Organization        |
| 4312.1  | Contracts                                |
| 4315    | Evaluation/Supervision                   |

|         |                                   |
|---------|-----------------------------------|
| 4319.1  | Civil And Legal Rights            |
| 4319.25 | Political Activities Of Employees |
| 4319.25 | Political Activities Of Employees |
| 4351    | Employee Compensation             |
| 4354    | Health And Welfare Benefits       |
| 4354    | Health And Welfare Benefits       |
| 4361.2  | Personal Leaves                   |
| 9000    | Role Of The Board                 |
| 9321    | Closed Session                    |
| 9321    | Closed Session                    |
| 9321    | Closed Session                    |

**Policy 4340: Bargaining Units**

**Status:** ADOPTED

**Original Adopted Date:** 11/01/2011 | **Last Revised Date:** 09/06/01/2022 2023 | **Last Reviewed Date:** 09/06/01/2022 2023

The Governing Board recognizes the right of district employees to form a bargaining unit and to select an employee organization as the exclusive representative to represent the employees in the employees' employment relationship with the district. The Board is committed to negotiating in good faith with recognized employee organizations and respecting the rights of employees and employee organizations.

The district shall not dominate or interfere with the formation or administration of any employee organization or contribute financial or other support to it. (Government Code 3543.5)

Employees shall not be prohibited from wearing union buttons or other items that favor or oppose the formation of a bargaining unit or any matter that is the subject of negotiations.

**Formation of Bargaining Units**

Certificated and classified employees shall not be included in the same bargaining unit. (Government Code 3545)

A bargaining unit of supervisory employees may be recognized if the bargaining unit includes all supervisory employees and is not represented by an employee organization that represents district employees who are supervised by the supervisory employees. (Government Code 3545)

For this purpose, supervisory employee means any employee, regardless of job description, having authority, in the interest of the district, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or the responsibility to assign work to, direct, or adjust grievance of other employees, or effectively recommend that action, when the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (Government Code 3540.1)

Employees serving in management, senior management, or confidential positions shall not be represented by an exclusive representative. In the employment relationship with the district, such employees may represent themselves or be represented by an employee organization whose membership is composed entirely of employees designated as holding those positions. An employee organization representing management or confidential employees shall not be permitted to meet and negotiate with the district on behalf of the employees. (Government Code 3543.4)

*Management employee* means any an employee who has in a position having significant responsibilities for formulating district policies or administering district programs, and whose position is. Management positions shall be designated as a management position by the Board which may be subject to review by the Public Employment Relations Board. (Government Code 3540.1)

*Confidential employee* means any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information that is used to contribute significantly to the development of management

positions. (Government Code 3540.1)

## Membership

The district shall not deter or discourage employees or job applicants from becoming or remaining members of an employee organization, authorizing representation by an employee organization, or authorizing dues or fee deductions to an employee organization. In addition, the district shall not impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere with, restrain, or coerce employees because of their membership or nonmembership in an employee organization. (Government Code 3543.5, 3550, 3551.5)

The Superintendent or designee may communicate with district employees regarding their rights **under the law to join and/or support an officially recognized employee organization or to refrain from joining or supporting an officially recognized employee organization.** Such communications shall be factual and accurate, and may not promise a benefit, threaten a reprisal, or in any way deter or discourage employees from joining an employee organization or paying dues.

However, before disseminating to multiple employees any mass communication concerning employees' **right to join or support an employee organization or to refrain from joining or supporting an employee organization** **rights under the law**, such as a written document or script for oral or recorded presentation or message, the Superintendent or designee shall meet and confer with the employees' exclusive representative regarding the content of the communication. If the district and exclusive representative do not come to agreement on the content of the mass communication, the Superintendent or designee may disseminate the district's mass communication, provided that at the same time, copies of the exclusive representative's communication, which shall be of reasonable length, are also distributed. (Government Code 3553)

## Access to New Employee Orientations

The district shall permit employee organizations access to new employee orientation or onboarding process where newly hired employees are advised, whether in person, online, or through other means or mediums, of their employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The district shall provide employee organizations at least 10 days' notice in advance of an orientation, except that a shorter notice may be provided if an unforeseeable, urgent need critical to the district's operation prevents the required 10 days' notice. (Government Code 3555.5, 3556)

Following a request to negotiate by either party, the structure, time, and manner of access to new employee orientations shall be determined by mutual agreement of the district and the exclusive representative. If the district and exclusive representative fail to reach an agreement, matters related to access to the new employee orientation shall be subject to compulsory interest arbitration. The district and employee organization may mutually agree to submit any dispute to compulsory interest arbitration at any time. In addition, if any dispute arises during negotiations and is not resolved within 45 days after the first meeting or within 60 days after the initial request to negotiate, whichever is earlier, either party may make a demand for compulsory interest arbitration. **The arbitrator selection process shall commence within 14 days of a party's demand for compulsory interest arbitration.** When any such dispute arises during the summer when the district's administrative office is closed, the timeline shall commence on the first day the administrative office reopens. The decision of the arbitrator shall **be issued within 10 days and shall be** final and binding on the parties. (Government Code 3556, 3557)



The date, time, and place of a new employee orientation shall not be disclosed to anyone other than employees, the exclusive representative, or a vendor that is contracted to provide a service for purposes of the orientation. (Government Code 3556)

Until June 30, 2025, in addition to above provisions regarding new employee orientations, the district shall ensure the following: (Government Code 3556)

1. When an inperson new employee orientation has not been conducted within 30 days of hiring any new employee who is working in person, the Superintendent or designee shall permit the exclusive representative to schedule an inperson meeting which newly hired employees shall have an opportunity to attend, at the employee's worksite and during employment hours. Each newly hired employee within the bargaining unit shall be provided at least 30 minutes of paid time to attend the meeting, ~~Upon the request of an exclusive representative scheduling~~ **during which the exclusive representative shall be permitted to communicate directly with the newly hired employees.**

~~Within seven days of receiving the exclusive representative's request.~~ **Within seven days of an exclusive representative's request to schedule** such an inperson meeting, the Superintendent or designee shall provide an appropriate on-site meeting space

2. When, by reason of a state or local public health order limiting the size of gatherings, the district is prohibited from organizing a new employee orientation, an exclusive representative may schedule multiple meetings to ensure that newly hired employees have an opportunity to attend without exceeding the maximum allowable number of people. **If such an order prohibits all gatherings, the exclusive representative may schedule a meeting(s) once the order is lifted or modified to permit gatherings.**

**Alternative access to these meetings shall be determined through mutual agreement between the district and the exclusive representative.**

### Access to Employee Contact Information

The Superintendent or designee shall provide an exclusive representative with the name, job title, department, work location, telephone numbers (work, home, and personal cell phone), personal email address(es) on file with the district, and home address of any newly hired employee ~~in the bargaining unit,~~ within 30 days of hire or by the first pay period of the month following hire, unless the exclusive representative has agreed to a different interval for the provision of the information. In addition, the Superintendent or designee shall provide the exclusive representative the same information in regard to all employees in the bargaining unit at least every 120 days, unless more frequent or detailed lists are required by agreement with the exclusive representative. (Government Code 3558, ~~6254.3,~~ **7928.300**)

However, the Superintendent or designee shall not disclose ~~the:~~ **(Government Code 3558, 6207, 6215, 6215.2, 7928.300)**

1. **The** home address and any phone numbers on file for employees performing law enforcement-related functions ~~nor disclose the home address home~~
2. **The home address, home telephone** or personal cell phone number(s), or personal email address(es) of any employee who is a participant in the Safe at Home address confidentiality program pursuant to Government Code 6207 ~~or of any employee who provides a written request that the information not be disclosed to the exclusive representative. Following~~

receipt of a written request, the district shall remove the

3. The employee's home address, home telephone and personal cell phone numbers, and personal email address of an employee not performing law enforcement related functions if the employee has submitted a written request to keep such information private. In such instances, the Superintendent or designee shall also remove the employee's home address, and home telephone and personal cell phone numbers from any mailing list maintained by the district unless the list is only used by the district to contact the employee. (Government Code 3558, 6207, 6254.3)

Within 20 calendar days after an exclusive representative notifies the Superintendent or designee that a list of employees provided by the district is inaccurate or incomplete, the Superintendent or designee shall take steps to correct the list and provide a new list of employees to the exclusive representative. (Government Code 3558)

At least, at the beginning of each school year, To provide accurate information, the Superintendent or designee shall review the list of contact information for district employees to ensure that the list is complete and contains accurate information at the beginning of each school year, or more often as appropriate.

### **Communications with Employees**

Employee organizations may have access at reasonable times to areas in which employees work and may use district facilities at reasonable times for the purpose of meetings. Subject to reasonable regulation, employee organizations may also use institutional bulletin boards, mailboxes, and other means of communication to communicate with employees. (Government Code 3543.1)

Access to district means of communication shall be limited in cases where such access would be disruptive to district operations.

### **Membership Dues or Other Payments to an Employee Organization**

When drawing an order for the salary or wage payment of a bargaining unit employee of an employee organization, the district shall deduct any amount which has been requested by the employee in a revocable written authorization for the purpose of paying dues or other payments for any service, program, or committee provided or sponsored by the employee organization. (Education Code 45060, 45168)

An employee organization that certifies that it has and will maintain individual employee authorizations shall handle and process employee written authorizations for payroll deductions. When an employee organization provides such a certification to the district, the district shall rely on information from the employee organization regarding the amounts of such payroll deductions and from which employees. The employee organization shall not be required to submit to the district a copy of the written authorization in order for the payroll deductions to be effective. However, when there is a dispute about the existence or terms of the written authorization, a copy of the employee's written authorization shall be submitted to the district. The employee organization shall indemnify the district for any employee claims regarding payroll deductions made by the district in reliance on notification from the employee organization. (Education Code 45060, 45168)

When an employee organization which has declined to certify that it will handle and process employee written authorizations makes a request for payroll deductions, the district shall request a

copy of the employee's written authorization before making the payroll deductions. (Education Code 45060, 45168)

A written authorization shall remain in effect until expressly revoked in writing by the employee and pursuant to the terms of the written authorization. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to the employee organization rather than the district. The employee organization shall be responsible for processing these requests. The district shall rely on the information provided by the employee organization regarding whether deductions for an employee organization were properly canceled or changed. The employee organization shall be required to indemnify the district for any claims made by an employee for deductions made by the district in reliance on information from the employee organization. (Education Code 45060, 45168)

---

**Policy Reference Disclaimer:**

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

| <b>State</b>           | <b>Description</b>   |
|------------------------|--|
| 8 CCR 33015-33490      | Recognition of exclusive representative; proceedings                       |
| 8 CCR 33700-33710      | Severance of established unit  |
| <del>8 CCR 34020</del> | <del>Petition to rescind organizational security arrangement</del>         |
| <del>8 CCR 34055</del> | <del>Reinstatement of organizational security arrangement</del>            |
| Ed. Code 45060-45061.5 | Deduction of fees from salary or wage payment; certificated employees      |
| Ed. Code 45100.5       | Senior classified management positions                                     |
| Ed. Code 45104.5       | Abolishment of senior classified management positions                      |
| Ed. Code 45108.5       | Definition of senior classified management employees                       |
| Ed. Code 45108.7       | Waiver of provisions of 45108.5  |
| Ed. Code 45168         | Deduction of fees from salary or wage payment; classified employees        |
| Ed. Code 45220-45320   | Merit system; classified employees   |
| Gov. Code 3540-3549.3  | Educational Employment Relations Act                                       |
| Gov. Code 3540.1       | Public employment; definitions   |
| Gov. Code 3543.4       | Management <del>position</del> and confidential positions; representation  |
| Gov. Code 3545         | Appropriateness of unit; basis   |
| Gov. Code 3550-3552    | Prohibition on public employers deterring or discouraging union membership |
| Gov. Code 3555-3559    | Public employee communication, information and orientation                 |
| Gov. Code 53260-53264  | Employment contracts   |
| Gov. Code 6205-6210    | Confidentiality of addresses for victims of domestic violence,<br>147/433  |

|  |   |
|--|---|
|  | sexual assault, or stalking   |
| Gov. Code <del>6254.3</del> 6215-6216    | <del>Disclosure of employee contact information to employee organization</del> Address confidentiality for individuals who face threats or violence because of work for a public entity |
| Gov. Code 6503.5                         | Joint powers agencies; agreement  |
| Gov. Code 7920.000-7930.215              | California Public Records Act   |
| Gov. Code 7928.300                       | Personal information of agency employee   |
| <b>Federal</b>                           | <b>Description</b>  |
| <del>8 CFR 33015-33490</del>             | <del>Recognition of exclusive representative; proceedings</del>   |
| <del>8 CFR 33700-33710</del>             | <del>Severance of established unit</del>  |
| 8 CFR 34020                              | Petition to rescind organizational security arrangement   |
| 8 CFR 34055                              | Reinstatement of organizational security arrangement  |
| <b>Management Resources</b>              | <b>Description</b>  |
| Court Decision                           | County of Los Angeles v. <del>Service Employees International Union, Local 721</del> Los Angeles County Employee Relations Commission (2013) 56 Cal. 4th 905                            |
| Court Decision                           | Friedrichs v. California Teachers Association, et al. (2016) 136 S.Ct. 1083   |
| Court Decision                           | Janus v. American Federation of State, County and Municipal Employees, Council 31 (2018) 138 S.Ct. 2448   |
| Public Employment Relations Board Ruling | East Whittier School District (2004) PERB Dec. No. 1727   |
| Public Employment Relations Board Ruling | City of Sacramento, (2019) PERB Dec. No. 2702m  |
| Website                                  | <a href="#">CSBA District and County Office of Education Legal Services</a>   |
| Website                                  | <a href="#">California Federation of Teachers</a>   |
| Website                                  | <a href="#">California Public Employment Relations Board</a>  |
| Website                                  | <a href="#">California School Employees Association</a>   |
| Website                                  | <a href="#">California Teachers Association</a>   |
| Website                                  | <a href="#">Association of California School Administrators</a>   |
| Website                                  | <a href="#">CSBA</a>  |

### Cross References

| Code | Description                           |
|------|---------------------------------------|
| 0450 | Comprehensive Safety Plan             |
| 0450 | Comprehensive Safety Plan             |
| 0460 | Local Control And Accountability Plan |

|         |  |
|---------|--|
| 0460    | Local Control And Accountability Plan    |
| 1340    | Access To District Records               |
| 1340    | Access To District Records               |
| 1431    | Waivers                                  |
| 4113    | Assignment                               |
| 4113    | Assignment                               |
| 4115    | Evaluation/Supervision                   |
| 4115    | Evaluation/Supervision                   |
| 4119.1  | Civil And Legal Rights                   |
| 4119.25 | Political Activities Of Employees        |
| 4119.25 | Political Activities Of Employees        |
| 4121    | Temporary/Substitute Personnel           |
| 4121    | Temporary/Substitute Personnel           |
| 4141    | Collective Bargaining Agreement          |
| 4143    | Negotiations/Consultation                |
| 4151    | Employee Compensation                    |
| 4154    | Health And Welfare Benefits              |
| 4154    | Health And Welfare Benefits              |
| 4161.2  | Personal Leaves                          |
| 4219.1  | Civil And Legal Rights                   |
| 4219.25 | Political Activities Of Employees        |
| 4219.25 | Political Activities Of Employees        |
| 4241    | Collective Bargaining Agreement          |
| 4243    | Negotiations/Consultation                |
| 4251    | Employee Compensation                    |
| 4254    | Health And Welfare Benefits              |
| 4254    | Health And Welfare Benefits              |
| 4261.2  | Personal Leaves                          |
| 4300    | Administrative And Supervisory Personnel |
| 4300    | Administrative And Supervisory Personnel |
| 4301    | Administrative Staff Organization        |
| 4312.1  | Contracts                                |
| 4315    | Evaluation/Supervision                   |

|         |                                   |
|---------|-----------------------------------|
| 4319.1  | Civil And Legal Rights            |
| 4319.25 | Political Activities Of Employees |
| 4319.25 | Political Activities Of Employees |
| 4351    | Employee Compensation             |
| 4354    | Health And Welfare Benefits       |
| 4354    | Health And Welfare Benefits       |
| 4361.2  | Personal Leaves                   |
| 9000    | Role Of The Board                 |
| 9321    | Closed Session                    |
| 9321    | Closed Session                    |
| 9321    | Closed Session                    |

**Policy 5117: Interdistrict Attendance**

**Status:** ADOPTED

**Original Adopted Date:** 12/01/2015 | **Last Revised Date:** 12 06/01/2019 2023 | **Last Revised Date:** 06/01/2023

The Governing Board recognizes that parents/guardians of students who reside within the geographic boundaries of one district may, for a variety of reasons, desire to enroll their children in a school in another district.

**Interdistrict Attendance Agreements and Permits**

The Board may enter into an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of the districts. (Education Code 46600)

The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It also may contain standards agreed upon by both districts for reapplication and/or revocation of the student's permit. (Education Code 46600)

Upon receiving a permit for transfer into the district that has been approved by the student's district of residence, or upon receiving a written request from the parent/guardian of a district student who wishes to enroll in another district, the Superintendent or designee shall review the request and may approve or deny the permit subject to the terms and conditions of the interdistrict attendance agreement.

**Instruction Collaboration Agreements**

The Superintendent or designee may, with board approval, enter into an instruction collaboration agreement (ICA) with another school district, county office of education or charter school to offer the same or similar courses and coursework to students who have been impacted by any of the following: (Education Code 48345)

1. Disruptions or cancellations in science, technology, engineering, and mathematics (STEM) classes
2. Disruptions or cancellations in dual language immersion programs
3. Teacher shortages in STEM classes or dual language immersion programs

Prior to accepting students for classes for any of the reasons specified in Items #1-3 above, the Superintendent or designee shall, with Board Approval, determine the maximum number of students that the district can accept for these purposes. The district shall accept students who apply until the district is at maximum capacity.

Students shall be admitted to this program through an unbiased process that prohibits an inquiry into, or evaluation or consideration of, whether a student should be authorized to participate in the course or coursework based upon the student's current academic or athletic performance, proficiency in English, physical condition, any of the individual characteristics specified in Education

Code 200, or family income. If the number of applicants exceeds the number of seats available, the approval for participation shall be determined by a random public drawing at a regularly scheduled Board meeting. (Education Code 48345)

The Superintendent or designee shall publicly post information, including, but not limited to, applicable forms and timelines for submission pursuant to the ICA, to ensure that students and their families are aware of the opportunities to participate. (Education Code 48345)

When negotiating the ICA, the Superintendent or designee shall collaborate with the other participating LEA(s) to agree upon an appropriate shared cost structure. (Education Code 48345)

---

**Policy Reference Disclaimer:**

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

**State**

CA Constitution Article 1, Section 31

**Description**

[Nondiscrimination on the basis of race, sex, color, ethnicity, or national origin](#)

Ed. Code 41020

Requirement for annual audit

Ed. Code 46600-46611

Interdistrict attendance agreements

Ed. Code 48204

Residency requirements for school attendance

Ed. Code 48300-48317

Student attendance alternatives; school district of choice program

Ed. Code 48345

Local educational agency instruction collaboration agreements

Ed. Code 48900

Grounds for suspension or expulsion

Ed. Code 48915

Expulsion; particular circumstances

Ed. Code 48915.1

Expelled individuals; enrollment in another district

Ed. Code 48918

Rules governing expulsion procedures

Ed. Code 48980

Parent/Guardian notifications

Ed. Code 48985

Notices to parents in language other than English

Ed. Code 52317

Regional Occupational Center/Program; enrollment of students; interdistrict attendance

Ed. Code 8151

Apprentices; exemption from interdistrict attendance agreement

**Management Resources**

**Description**

Attorney General Opinion

84 Ops.Cal.Atty.Gen. 198 (2001)

Attorney General Opinion

87 Ops.Cal.Atty.Gen. 132 (2004)

Court Decision

Walnut Valley Unified School District v. the Superior Court of Los Angeles County (2011) 192 Cal.App.4th 234

Court Decision

Crawford v. Huntington Beach Union High School District



|         |   |
|---------|---|
| Website | <a href="#">CSBA District and County Office of Education Legal Services</a> |
| Website | <a href="#">California Department of Education</a>                          |
| Website | <a href="#">CSBA</a>  |

## Cross References

| <b>Code</b> | <b>Description</b>                      |
|-------------|---|
| 1312.3      | Uniform Complaint Procedures            |
| 1312.3      | Uniform Complaint Procedures            |
| 1312.3      | Uniform Complaint Procedures            |
| 1312.3      | Uniform Complaint Procedures            |
| 3460        | Financial Reports And Accountability    |
| 3460        | Financial Reports And Accountability    |
| 3540        | Transportation                          |
| 3541        | Transportation Routes And Services      |
| 3553        | Free And Reduced Price Meals            |
| 3553        | Free And Reduced Price Meals            |
| 5020        | Parent Rights And Responsibilities      |
| 5020        | Parent Rights And Responsibilities      |
| 5111        | Admission                               |
| 5111        | Admission                               |
| 5111.1      | District Residency                      |
| 5111.1      | District Residency                      |
| 5112.2      | Exclusions From Attendance              |
| 5113.1      | Chronic Absence And Truancy             |
| 5113.1      | Chronic Absence And Truancy             |
| 5113.12     | District School Attendance Review Board |
| 5113.12     | District School Attendance Review Board |
| 5116        | School Attendance Boundaries            |
| 5116.1      | Intradistrict Open Enrollment           |
| 5116.1      | Intradistrict Open Enrollment           |
| 5119        | Students Expelled From Other Districts  |
| 5131.2      | Bullying                                |

|        |  |
|--------|--|
| 5131.2 | Bullying                                   |
| 5144.1 | Suspension And Expulsion/Due Process       |
| 5144.1 | Suspension And Expulsion/Due Process       |
| 5145.6 | Parent/Guardian Notifications              |
| 5145.6 | Parent/Guardian Notifications              |
| 5148   | Child Care And Development                 |
| 5148   | Child Care And Development                 |
| 6146.3 | Reciprocity Of Academic Credit             |
| 6146.3 | Reciprocity Of Academic Credit             |
| 6173.1 | Education For Foster Youth                 |
| 6173.1 | Education For Foster Youth                 |
| 6173.2 | Education Of Children Of Military Families |
| 6173.2 | Education Of Children Of Military Families |
| 6174   | Education For English Learners             |
| 6174   | Education For English Learners             |
| 7160   | Charter School Facilities                  |
| 7160   | Charter School Facilities                  |
| 9000   | Role Of The Board                          |
| 9321   | Closed Session                             |
| 9321   | Closed Session                             |
| 9321   | Closed Session                             |

**Policy 5141.5: Mental Health**

**Status:** ADOPTED

**Original Adopted Date:** 05/01/2020 | **Last Revised Date:** 06/01/2023 | **Last Reviewed Date:** 05/06/01/2020 2023

The Governing Board recognizes that students' emotional well-being and mental health **contribute are critical** to their ability to perform to their full academic and personal potential. The Superintendent or designee shall develop strategies and services **to reduce the stigma associated with mental illness, facilitate access to mental health services, and help students build students'** resiliency skills, **help students including digital resilience, increase social connections, and cope with life challenges, and reduce the stigma associated with mental illness.**

The Superintendent or designee shall consult and collaborate with school-employed mental health professionals, the county mental health department, psychologists and other health professionals, social workers, and/or community organizations to strengthen local mental health services and develop and implement an integrated plan to support student mental health.

To the extent possible, the district shall focus on preventive strategies which increase students' connectedness to school, create a support network of peers and trusted adults, and provide techniques for conflict resolution. The district shall investigate and resolve any complaint of bullying, intimidation, harassment, or discrimination in accordance with law and district policy.

The district shall provide instruction to students that promotes their healthy mental, emotional, and social development. Health education courses shall be aligned with the state content standards and curriculum framework and shall include, but not be limited to, instruction related to identifying signs of depression and self-destructive behaviors, developing coping skills, and identifying resources that may provide assistance.

**Information and Training**

The Superintendent or designee shall provide school staff with information and training to recognize the early signs **and symptoms** of an emerging mental health **condition or behavioral health disorder, including common psychiatric conditions and substance use disorders such as opioid and alcohol abuse**, identify risk factors and warning signs of suicidal intent, respond to students who have been impacted by traumatic stress, **safely deescalate crisis situations involving students with a behavioral health disorder**, and link students with effective services, **referrals**, and supports. Such **training shall also provide instruction on how to maintain student privacy and confidentiality. Behavioral health information and training** may also be provided to parents/guardians, **students**, and families. (Education Code 49428.15)

The Superintendent or designee shall develop a protocol for identifying and assessing students who may be suffering from an anxiety disorder, depression, eating disorder, or other severe or disabling mental illness. The Superintendent or designee may establish districtwide or school-site crisis intervention team(s) to respond to mental health concerns in the school setting.

**At least twice per school year, the Superintendent or designee shall ensure that each school provides notice regarding how to initiate access to student mental health services on campus and/or in the community. The notification shall be in at least two of the following methods: (Education Code 49428)**

1. Distributing the information, electronically or in hardcopy, in a letter to parents/guardians, and in a school publication or other document to students
2. Including the information, at the beginning of the school year, in the parent handbook for parents/guardians and in student orientation materials or a student handbook
3. Posting the information on the school's website or social media

Parents/guardians and students shall each receive two notices on how to initiate access to student mental health services, which may be delivered by different methods. (Education Code 494280)

Each school site that serves students in any of grades 6-12 shall create an age appropriate and culturally relevant poster that identifies approaches and shares resources about student mental health, and that includes the following information: (Education Code 49428.5)

1. Identification of common behaviors of those struggling with mental health or who are in a mental health crisis, including, but not limited to, anxiety, depression, eating disorders, emotional dysregulation, bipolar episodes, and schizophrenic episodes
2. A list of, and contact information for, school site-specific resources, including, but not limited to, counselors, wellness centers, and peer counselors
3. A list of, and contact information for, community resources, including, but not limited to, suicide prevention, substance abuse, child crisis, nonpolice mental health hotlines, public behavioral health services, and community mental health centers
4. A list of positive coping strategies to use when dealing with mental health, including, but not limited to, meditation, mindfulness, yoga, breathing exercises, grounding skills, journaling, acceptance, and seeking therapy
5. A list of negative coping strategies to avoid, including, but not limited to, substance abuse or self-medication, violence and abuse, self-harm, compulsivity, dissociation, catastrophizing, and isolating

The poster shall be displayed in English and any primary language spoken by 15 percent or more of the students at the school site and be no smaller than 8.5 by 11 inches and at least 12-point font. The poster shall be prominently and conspicuously displayed in public areas that are accessible to, and commonly frequented by, students at each school site such as bathrooms, locker rooms, classrooms, classroom hallways, gymnasiums, auditoriums, cafeterias, wellness centers, and offices. Additionally, at the beginning of each school year the poster shall be distributed online to students through social media, websites, portals, and learning platforms. (Education Code 49428.5)

### **Mental Health Counseling and Referrals**

A school counselor, school psychologist, or school social worker may provide mental health counseling to students in accordance with the specialization(s) authorized on the individual's credential. As needed, students and their parents/guardians may be provided referrals to mental health services in the community and/or to mental health services at or near district schools.

Mental health and behavioral health services for students on campus may be provided by way of telehealth technology. (Education Code 49429)

If a student has an emotional or mental illness that limits a major life activity, has a record of such

impairment, or is regarded as having such impairment, or may need special education and related services, the student shall be referred for an evaluation for purposes of determining whether any educational or related services are required in accordance with Section 504 of the Rehabilitation Act or the federal Individuals with Disabilities Education Act, as applicable. (Education Code 56301-56302; 29 USC 794; 28 CFR 35.108)

## Funding Resources

The Superintendent or designee shall explore potential funding sources for district programs and services that support student's mental health. In accordance with local plans and priorities, the district may apply to the county for grants for prevention and early intervention activities that are designed to prevent mental illness from becoming severe and disabling and to improve timely access for underserved populations.

---

### Policy Reference Disclaimer:

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

| State                  | Description   |
|------------------------|---|
| Ed. Code 215-216       | Student suicide prevention  |
| Ed. Code 234.6         | Bullying and harassment prevention information  |
| Ed. Code 32280-32289.5 | School safety plans   |
| Ed. Code 49060-49079   | Student records   |
| Ed. Code 49428.1       | Student mental health referral protocols  |
| Ed. Code 49428.15      | Identification of evidence-based and evidence-informed training programs for schools to address youth behavioral health |
| Ed. Code 49428.5       | Student mental health poster  |
| Ed. Code 49600         | Responsibilities of school counselors   |
| Ed. Code 49602         | Counseling and confidentiality of student information   |
| Ed. Code 49604         | Suicide prevention training for school counselors   |
| Ed. Code 51925-51929   | Mandatory mental health education   |
| Ed. Code 56171         | Duty to identify and assess children in private schools who need special education services                             |
| Ed. Code 56300-56385   | Identification and referral; assessment, instructional planning   |
| W&I Code 5698          | Emotionally disturbed youth; legislative intent   |
| W&I Code 5840-5840.8   | Prevention and early intervention programs  |
| W&I Code 5850-5883     | Mental Health Services Act  |
| Federal                | Description   |
| 20 USC 1400-1482       | Individuals with Disabilities Education Act   |
| 28 CFR 35.101-35.190   | Americans with Disabilities Act   |

|  |  |
|--|--|
| 29 USC 794   | Rehabilitation Act of 1973; Section 504  |
| 34 CFR 300.1-300.818   | Individuals with Disabilities Education Act  |
| <b>Management Resources</b>                                      | <b>Description</b>   |
| <a href="#">California Department of Education Publication</a>   | <a href="#">Youth Behavioral Health Training Programs</a>  |
| California Department of Education Publication                   | Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve  |
| California Department of Education Publication                   | Health Education Framework for California Public Schools, Kindergarten Through Grade Twelve, May 2019  |
| CDC and Prevention Publication                                   | School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009   |
| Nat. Child Traumatic Stress Network Publication                  | Child Trauma Toolkit for Educators, 2008   |
| <a href="#">US Department of Education Publication</a>           | <a href="#">Bipartisan Safer Communities Act Stronger Connections Grant Program, Frequently Asked Questions, April 2023</a>                                      |
| <a href="#">US Department of Health and Human Services</a>       | <a href="#">Social Media and Youth Mental Health: The U.S. Surgeon General's Advisory, 2023</a>  |
| <a href="#">US Dept of Health and Human Services Publication</a> | <a href="#">Our Epidemic of Loneliness and Isolation: The U.S. Surgeon General's Advisory on the Health Effects of Social Connection and the Community, 2023</a> |
| Website  | <a href="#">CSBA District and County Office of Education Legal Services</a>  |
| Website  | <a href="#">National Child Traumatic Stress Network</a>  |
| Website  | <a href="#">National Council for Behavioral Health, Mental Health First Aid</a>  |
| Website  | <a href="#">Suicide Prevention Lifeline</a>  |
| Website  | <a href="#">Suicide Prevention Resource Center</a>   |
| Website  | <a href="#">Substance Abuse and Mental Health Services Administration</a>  |
| Website  | <a href="#">American Association of Suicidology</a>  |
| Website  | American Foundation for Suicide Prevention   |
| Website  | <a href="#">American Psychological Association</a>   |
| Website  | <a href="#">California Department of Health Care Services, Mental Health Services</a>  |
| Website  | <a href="#">Centers for Disease Control and Prevention, Mental Health</a>  |
| Website  | <a href="#">National Association of School Psychologists</a>   |
| Website  | <a href="#">National Institute for Mental Health</a>   |
| Website  | <a href="#">California Department of Education, Mental Health</a>  |
| Website  | <a href="#">American School Counselor Association</a>  |
| <a href="#">Website</a>  | <a href="#">Office of the Surgeon General</a>  |

## Cross References

| <b>Code</b> | <b>Description</b>                     |
|-------------|--|
| 0470        | COVID-19 Mitigation Plan               |
| 3515.3      | District Police/Security Department    |
| 3515.3      | District Police/Security Department    |
| 3515.31     | School Resource Officers               |
| 4131        | Staff Development                      |
| 5141.22     | Infectious Diseases                    |
| 5141.22     | Infectious Diseases                    |
| 5141.4      | Child Abuse Prevention And Reporting   |
| 5141.4      | Child Abuse Prevention And Reporting   |
| 5141.52     | Suicide Prevention                     |
| 5141.52     | Suicide Prevention                     |
| 5141.6      | School Health Services                 |
| 5141.6      | School Health Services                 |
| 6142.8      | Comprehensive Health Education         |
| 6142.8      | Comprehensive Health Education         |
| 6164.5      | Student Success Teams                  |
| 6164.5      | Student Success Teams                  |
| 6173.4      | Education For American Indian Students |

**Policy 5145.6: Parent/Guardian Notifications**

**Status:** ADOPTED

**Original Adopted Date:** 03/01/2007 | **Last Revised Date:** 07/06/01/2020 2023 | **Last Reviewed Date:** 07/06/01/2020 2023

The Governing Board desires to promote effective communication between the school and the home and to keep parents/guardians informed regarding educational programs, school operations, and the legal rights of students and their parents/guardians. The Superintendent or designee shall send parents/guardians all notifications required by law and any other notifications the Superintendent or designee believes will promote parental understanding and involvement.

Notice of the rights and responsibilities of parents/guardians as specified in Education Code 48980 shall be sent at the beginning of each academic year and may be provided by regular mail, in electronic form when so requested by the parent/guardian, or by any other method normally used by the district for written communication with parents/guardians. (Education Code 48981)

No activity specified in Education Code 48980 shall be undertaken with respect to any particular student unless the student's parent/guardian has been informed of such action through the annual notification or other separate special notification. Such notice shall state the activity that will be undertaken and the approximate date on which the activity will occur. (Education Code 48983-48984)

The annual notification shall include a request that the parent/guardian sign the notice and return it to the school or, if the notice is provided in electronic format, that the parent/guardian submit a signed acknowledgment of receipt of the notice to the school. The parent/guardian's signature is an acknowledgment of receipt of the information but does not indicate that consent to participate in any particular program has been given or withheld. (Education Code 48982)

Whenever a student enrolls in a district school during the school year, the student's parents/guardians shall be given all required parental notifications at that time.

Notifications shall be presented in an understandable and uniform format and, to the extent practicable, in a language that parents/guardians can understand.

**When necessary, the district shall provide notifications to qualified individuals with disabilities in alternative formats, such as braille, large front, or audio recordings, to enable such individuals to effectively participate in any program, service, or activity, as required by law.**

Whenever 15 percent or more of the students enrolled in a district school speak a single primary language other than English, as determined from the California Department of Education census data collected pursuant to Education Code 52164, all notices sent to the parent/guardian of any such student shall, in addition to being written in English, be written in the primary language, and may be responded to either in English or the primary language. (Education Code 48981, 48985)

Whenever an employee learns that a student's parent/guardian is unable to understand the district's printed notifications for any reason, the employee shall inform the principal or designee, who shall work with the parent/guardian to establish other appropriate means of communication.



**Policy Reference Disclaimer:**

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

| <b>State</b>            | <b>Description</b>  |
|-------------------------|---|
| Ed. Code 48929          | Transfer of student convicted of violent felony or misdemeanor            |
| Ed. Code 48980          | Parent/Guardian notifications   |
| Ed. Code 48980.3        | Notification of pesticide use   |
| Ed. Code 48981          | Time and means of notification  |
| Ed. Code 48982          | Parent signature acknowledging receipt of notice                          |
| Ed. Code 48983          | Contents of notice  |
| Ed. Code 48984          | Activities prohibited unless notice given                                 |
| Ed. Code 48985          | Notices to parents in language other than English                         |
| <b>Ed. Code 48986</b>   | <b>Safe storage of firearms</b>   |
| Ed. Code 48987          | Child abuse information   |
| Ed. Code 49013          | Use of uniform complaint procedures for complaints regarding student fees |
| Ed. Code 49063          | Notification of parental rights   |
| Ed. Code 49067          | Student evaluation; student in danger of failing course                   |
| Ed. Code 49068          | Transfer of permanent enrollment and scholarship record                   |
| Ed. Code 49069          | Absolute right to access  |
| Ed. Code 49070          | Challenging content of student record                                     |
| Ed. Code 49073          | Release of directory information  |
| Ed. Code 49073.6        | Student records; social media   |
| Ed. Code 49076          | Access to student records   |
| Ed. Code 49077          | Access to information concerning a student in compliance with court order |
| <b>Ed. Code 49392</b>   | <b>Threats of homicide at school</b>                                      |
| Ed. Code 49403          | Cooperation in control of communicable disease and immunizations          |
| Ed. Code 49423          | Administration of prescribed medication for student                       |
| Ed. Code 49451          | Physical examinations: parent's refusal to consent                        |
| Ed. Code 49452.5        | Screening for scoliosis   |
| <b>Ed. Code 49452.6</b> | <b>Type 1 diabetes informational materials</b>                            |
| Ed. Code 49452.7        | Information on type 2 diabetes  |

|                          |  |
|--------------------------|--|
| Ed. Code 49452.8         | Oral health assessment   |
| Ed. Code 49455.5         | Eye examination for purpose of eyeglasses  |
| Ed. Code 49456           | Results of vision or hearing test  |
| Ed. Code 49471-49472     | Insurance  |
| Ed. Code 49475           | Student athletes; concussions and head injuries  |
| Ed. Code 49476           | Student athletes; opioid fact sheet  |
| Ed. Code 49480           | Continuing medication regimen for nonepisodic conditions   |
| Ed. Code 49510-49520     | Duffy-Moscone Family Nutrition Education and Services Act of 1970                                  |
| Ed. Code 49557.5         | Child Hunger Prevention and Fair Treatment Act of 2017; notice of negative balance in meal account |
| Ed. Code 51225.1         | Exemption from district graduation requirements  |
| Ed. Code 51225.2         | Course credits   |
| Ed. Code 51225.3         | High school graduation requirements  |
| Ed. Code 51225.31        | Graduation from high school; exemption for eligible students with special needs                    |
| Ed. Code 51225.8         | Completion and submission of FAFSA and CADAA   |
| Ed. Code 51229           | Course of study for grades 7-12  |
| Ed. Code 51513           | Personal beliefs; privacy  |
| Ed. Code 51749.5         | Independent study  |
| Ed. Code 51938           | HIV/AIDS and sexual health instruction   |
| Ed. Code 52062           | Local control and accountability plans and the statewide system of support                         |
| Ed. Code 52164           | Language census  |
| Ed. Code 52164.1         | Census-taking methods; determination of primary language; assessment of language skills            |
| Ed. Code 52164.3         | Reassessment of English learners; notification of results  |
| Ed. Code 54444.2         | Migrant education programs; parent involvement   |
| Ed. Code 56301           | Child-find system; policies regarding written notification rights                                  |
| Ed. Code 56321           | Special education: proposed assessment plan  |
| Ed. Code 56321.5-56321.6 | Notice of parent rights pertaining to special education  |
| Ed. Code 56329           | Written notice of right to findings; independent assessment  |
| Ed. Code 56341.1         | Development of individualized education program; right to audio record meeting                     |

|                        |  |
|------------------------|--|
| Ed. Code 56341.5       | Individualized education program team meetings                                     |
| Ed. Code 56343.5       | Individualized education program meetings  |
| Ed. Code 56521.1       | Behavioral intervention  |
| Ed. Code 58501         | Alternative schools; notice required prior to establishment                        |
| Ed. Code 60615         | Exemption from state assessment  |
| Ed. Code 60641         | California Assessment of Student Performance and Progress                          |
| Ed. Code 69432.9       | Submission of grade point average to Cal Grant program                             |
| Ed. Code 8212          | Complaints related to preschool health and safety issues                           |
| Ed. Code 8483          | Before/after school program; enrollment priorities                                 |
| Ed. Code 8489          | Expulsion and suspension procedures in childcare and development services programs |
| Ed. Code 8489.1        | Expulsion and suspension procedures in childcare and development services programs |
| H&S Code 104420        | Tobacco use prevention   |
| H&S Code 104855        | Availability of topical fluoride treatment   |
| H&S Code 116277        | Lead testing of school drinking water  |
| H&S Code 120365-120375 | Immunizations  |
| H&S Code 120440        | Sharing immunization information   |
| H&S Code 124100-124105 | Health screening and immunizations   |
| H&S Code 1596.8555     | Administration of child day care licensing; posting license                        |
| H&S Code 1596.857      | Right to enter child care facility   |
| H&S Code 1597.16       | Licensed child care centers; lead testing  |
| Pen. Code 626.81       | Notice of permission granted to sex offender to volunteer on campus                |
| Pen. Code 627.5        | Hearing request following denial or revocation of registration                     |
| W&I Code 10228         | Child care providers; posting of rates, discounts, and scholarships                |
| 17 CCR 2950-2951       | <a href="#">Hearing tests</a>  |
| 17 CCR 6000-6075       | <a href="#">School attendance immunization requirements</a>                        |
| 22 CCR 101218.1        | <a href="#">Child care licensing; parent/guardian rights</a>                       |
| 5 CCR 11303            | Reclassification of English learners   |
| 5 CCR 11511.5          | English language proficiency assessment; test results                              |
| 5 CCR 11523            | Notice of proficiency examinations   |
| 5 CCR 17782            | Notice of Action; application for services   |

|                        |   |
|------------------------|---|
| 5 CCR 17783            | Notice of Action; recipient of services   |
| 5 CCR 18066            | Child care policies regarding excused and unexcused absences                                |
| 5 CCR 18094-18095      | Notice of Action; child care services   |
| 5 CCR 18114            | Notice of delinquent fees; child care services  |
| 5 CCR 18118-18119      | Notice of Action; child care services   |
| 5 CCR 3052             | Behavioral intervention   |
| 5 CCR 4622             | Uniform complaint procedures  |
| 5 CCR 4631             | Uniform complaint procedures; notification of decision and right to appeal                  |
| 5 CCR 4917             | Notification of sexual harassment policy  |
| 5 CCR 852              | Exemptions from state assessments   |
| 5 CCR 863              | Reports of state assessment results   |
| Civ. Code 1798.29      | <a href="#">District records; breach of security</a>  |
| Ed. Code 17288         | Building standards for university campuses  |
| Ed. Code 17612         | Notification of pesticide use   |
| Ed. Code 221.5         | Equal opportunity   |
| Ed. Code 231.5         | Sexual harassment policy  |
| Ed. Code 234.1         | Student protections relating to discrimination, harassment, intimidation, and bullying      |
| Ed. Code 234.7         | Student protections relating to immigration and citizenship status                          |
| Ed. Code 262.3         | Appeals for discrimination complaints; information regarding availability of civil remedies |
| Ed. Code 310           | Language acquisition programs   |
| Ed. Code 313           | Reclassification of English learners; parental consultation                                 |
| Ed. Code 313.2         | Long-term English learner; notification   |
| Ed. Code 32221.5       | Insurance for athletic team members   |
| Ed. Code 32255-32255.6 | Student's right to refrain from harmful or destructive use of animals                       |
| Ed. Code 32390         | Voluntary program for fingerprinting students   |
| Ed. Code 33479-33479.9 | The Eric Parades Sudden Cardiac Arrest Prevention Act                                       |
| Ed. Code 33479.3       | The Eric Paredes Sudden Cardiac Arrest Prevention Act                                       |
| Ed. Code 35160.5       | Extracurricular and cocurricular activities   |
| Ed. Code 35178.4       | Notice of accreditation status  |

|                         |   |
|-------------------------|---|
| Ed. Code 35182.5        | Advertising in the classroom  |
| Ed. Code 35183          | School dress code; uniforms   |
| Ed. Code 35186          | Complaints concerning deficiencies in instructional materials and facilities  |
| Ed. Code 35211          | Driver training; district insurance, parent/guardian liability  |
| Ed. Code 35256          | School Accountability Report Card   |
| Ed. Code 35258          | School Accountability Report Card   |
| Ed. Code 35291          | Rules for student discipline  |
| <b>Ed. Code 35292.6</b> | <b>School maintenance</b>   |
| Ed. Code 37616          | <del>Notice of public hearing on year-round schedule</del> <b><u>Consultation regarding year-round schedule</u></b> |
| Ed. Code 39831.5        | School bus rider rules and information  |
| Ed. Code 440            | English language proficiency assessment; instruction in English language development                                |
| Ed. Code 44050          | Employee code of conduct; interaction with students   |
| Ed. Code 44808.5        | Permission to leave school grounds  |
| Ed. Code 46010.1        | Notice regarding excuse to obtain confidential medical services   |
| Ed. Code 46014          | Regulations regarding absences for religious purposes   |
| Ed. Code 46162          | Alternative schedule for junior high and high school; public hearing with notice                                    |
| Ed. Code 46600-46611    | Interdistrict attendance agreements   |
| Ed. Code 48000          | Minimum age of admission  |
| Ed. Code 48070.5        | Promotion and retention of students   |
| Ed. Code 48204          | Residency requirements  |
| Ed. Code 48205          | Absence for personal reasons  |
| Ed. Code 48206.3        | Students with temporary disabilities; individual instruction; definitions   |
| Ed. Code 48207-48208    | Students with temporary disabilities in hospitals   |
| Ed. Code 48213          | Prior notice of exclusion from attendance   |
| Ed. Code 48216          | Immunization and exclusion from attendance  |
| Ed. Code 48260.5        | Notice regarding truancy  |
| Ed. Code 48262          | Need for parent conference regarding truancy  |
| Ed. Code 48263          | Referral to school attendance review board or probation department  |

|                        |  |
|------------------------|--|
| Ed. Code 48301         | Interdistrict transfers  |
| Ed. Code 48412         | Certificate of proficiency   |
| Ed. Code 48432.3       | Voluntary enrollment in continuation education                                   |
| Ed. Code 48432.5       | Involuntary transfers of students  |
| Ed. Code 48850-48859   | Education of foster youth and homeless students                                  |
| Ed. Code 48900.1       | Parental attendance required after suspension                                    |
| Ed. Code 48904         | Liability of parent/guardian for willful student misconduct                      |
| Ed. Code 48904-48904.3 | Withholding grades, diplomas, or transcripts                                     |
| Ed. Code 48906         | Notification of release of student to peace officer                              |
| Ed. Code 48911         | Notification in case of suspension   |
| Ed. Code 48911.1       | Assignment to supervised suspension classroom                                    |
| Ed. Code 48912         | Closed sessions; consideration of suspension                                     |
| Ed. Code 48915.1       | Expelled students; enrollment in another district                                |
| Ed. Code 48916         | Readmission procedures   |
| Ed. Code 48918         | Rules governing expulsion procedures   |
| <b>Federal</b>         | <b>Description</b>   |
| 20 USC 1232g           | Family Educational Rights and Privacy Act (FERPA) of 1974                        |
| 20 USC 1232h           | Privacy rights   |
| 20 USC 1415            | Procedural safeguards  |
| 20 USC 6311            | State plan   |
| 20 USC 6312            | Local educational agency plan  |
| 20 USC 6318            | Parent and family engagement   |
| 20 USC 7704            | Impact Aid; policies and procedures related to children residing on Indian lands |
| 20 USC 7908            | Armed forces recruiter access to students  |
| 34 CFR 104.32          | District responsibility to provide free appropriate public education             |
| 34 CFR 104.36          | Procedural safeguards  |
| 34 CFR 104.8           | Nondiscrimination  |
| 34 CFR 106.9           | Severability   |
| 34 CFR 200.48          | Teacher qualifications   |
| 34 CFR 222.94          | Impact Aid; district responsibilities  |
| 34 CFR 300.300         | Parent consent for special education evaluation                                  |
| 34 CFR 300.322         | Parent participation in IEP team meetings  |

|                    |  |
|--------------------|--|
| 34 CFR 300.502     | Independent educational evaluation of student with disability                                      |
| 34 CFR 300.503     | Prior written notice regarding identification, evaluation, or placement of student with disability |
| 34 CFR 300.504     | Procedural safeguards notice for students with disabilities  |
| 34 CFR 300.508     | Due process complaint  |
| 34 CFR 300.530     | Discipline procedures  |
| 34 CFR 99.30       | Disclosure of personally identifiable information  |
| 34 CFR 99.34       | Student records; disclosure to other educational agencies  |
| 34 CFR 99.37       | Disclosure of directory information  |
| 34 CFR 99.7        | Student records; annual notification   |
| 40 CFR 763.84      | Asbestos inspections, response actions and post-response actions                                   |
| 40 CFR 763.93      | Asbestos management plans  |
| 42 USC 11431-11435 | McKinney-Vento Homeless Assistance Act   |
| 42 USC 1758        | Child nutrition programs   |
| 7 CFR 245.5        | Eligibility criteria for free and reduced-price meals  |
| 7 CFR 245.6a       | Verification of eligibility for free and reduced-price meals                                       |

#### Management Resources

U.S. Department of Agriculture  
Publication

Website

Website

#### Description

Civil Rights Compliance and Enforcement -- Nutrition Programs and Services, FNS Instruction 113-1, 2005

[CSBA District and County Office of Education Legal Services](#)

[U.S. Department of Agriculture, Food and Nutrition Service](#)

#### Cross References

| Code   | Description   |
|--------|---|
| 0410   | Nondiscrimination In District Programs And Activities |
| 0450   | Comprehensive Safety Plan                             |
| 0450   | Comprehensive Safety Plan                             |
| 0460   | Local Control And Accountability Plan                 |
| 0460   | Local Control And Accountability Plan                 |
| 0510   | School Accountability Report Card                     |
| 1240   | Volunteer Assistance                                  |
| 1240   | Volunteer Assistance                                  |
| 1312.3 | Uniform Complaint Procedures                          |
| 1312.3 | Uniform Complaint Procedures                          |

|         |  |
|---------|--|
| 1312.3  | Uniform Complaint Procedures           |
| 1312.3  | Uniform Complaint Procedures           |
| 3231    | Impact Aid                             |
| 3260    | Fees And Charges                       |
| 3260    | Fees And Charges                       |
| 3312    | Contracts                              |
| 3513.3  | Tobacco-Free Schools                   |
| 3513.3  | Tobacco-Free Schools                   |
| 3514    | Environmental Safety                   |
| 3514    | Environmental Safety                   |
| 3514.2  | Integrated Pest Management             |
| 3515.5  | Sex Offender Notification              |
| 3515.5  | Sex Offender Notification              |
| 3517    | Facilities Inspection                  |
| 3517    | Facilities Inspection                  |
| 3543    | Transportation Safety And Emergencies  |
| 3550    | Food Service/Child Nutrition Program   |
| 3550    | Food Service/Child Nutrition Program   |
| 3551    | Food Service Operations/Cafeteria Fund |
| 3551    | Food Service Operations/Cafeteria Fund |
| 3553    | Free And Reduced Price Meals           |
| 3553    | Free And Reduced Price Meals           |
| 3555    | Nutrition Program Compliance           |
| 3555    | Nutrition Program Compliance           |
| 3580    | District Records                       |
| 3580    | District Records                       |
| 4112.2  | Certification                          |
| 4112.2  | Certification                          |
| 4219.21 | Professional Standards                 |
| 4219.21 | Professional Standards                 |
| 4222    | Teacher Aides/Paraprofessionals        |
| 4222    | Teacher Aides/Paraprofessionals        |
| 4319.21 | Professional Standards                 |



|         |  |
|---------|--|
| 4319.21 | Professional Standards                     |
| 5000    | Concepts And Roles                         |
| 5020    | Parent Rights And Responsibilities         |
| 5020    | Parent Rights And Responsibilities         |
| 5022    | Student And Family Privacy Rights          |
| 5022    | Student And Family Privacy Rights          |
| 5030    | Student Wellness                           |
| 5111    | Admission                                  |
| 5111    | Admission                                  |
| 5111.1  | District Residency                         |
| 5111.1  | District Residency                         |
| 5112.2  | Exclusions From Attendance                 |
| 5112.5  | Open/Closed Campus                         |
| 5113    | Absences And Excuses                       |
| 5113    | Absences And Excuses                       |
| 5113.1  | Chronic Absence And Truancy                |
| 5113.1  | Chronic Absence And Truancy                |
| 5116.1  | Intradistrict Open Enrollment              |
| 5116.1  | Intradistrict Open Enrollment              |
| 5116.2  | Involuntary Student Transfers              |
| 5117    | Interdistrict Attendance                   |
| 5117    | Interdistrict Attendance                   |
| 5119    | Students Expelled From Other Districts     |
| 5123    | Promotion/Acceleration/Retention           |
| 5123    | Promotion/Acceleration/Retention           |
| 5125    | Student Records                            |
| 5125    | Student Records                            |
| 5125.1  | Release Of Directory Information           |
| 5125.1  | Release Of Directory Information           |
| 5125.1  | Release Of Directory Information           |
| 5125.2  | Withholding Grades, Diploma Or Transcripts |
| 5125.3  | Challenging Student Records                |
| 5131.61 | Drug Testing                               |

|         |   |
|---------|---|
| 5132    | Dress And Grooming  |
| 5132    | Dress And Grooming  |
| 5141.21 | Administering Medication And Monitoring Health Conditions         |
| 5141.21 | Administering Medication And Monitoring Health Conditions         |
| 5141.3  | Health Examinations   |
| 5141.3  | Health Examinations   |
| 5141.31 | Immunizations   |
| 5141.31 | Immunizations   |
| 5141.32 | Health Screening For School Entry                                 |
| 5141.6  | School Health Services  |
| 5141.6  | School Health Services  |
| 5142.1  | Identification And Reporting Of Missing Children                  |
| 5143    | Insurance   |
| 5143    | Insurance   |
| 5144    | Discipline  |
| 5144    | Discipline  |
| 5144.1  | Suspension And Expulsion/Due Process                              |
| 5144.1  | Suspension And Expulsion/Due Process                              |
| 5144.2  | Suspension And Expulsion/Due Process (Students With Disabilities) |
| 5144.4  | Required Parental Attendance                                      |
| 5144.4  | Required Parental Attendance                                      |
| 5145.12 | Search And Seizure  |
| 5145.12 | Search And Seizure  |
| 5145.3  | Nondiscrimination/Harassment                                      |
| 5145.3  | Nondiscrimination/Harassment                                      |
| 5145.7  | Sexual Harassment   |
| 5145.7  | Sexual Harassment   |
| 5145.8  | Refusal To Harm Or Destroy Animals                                |
| 5146    | Married/Pregnant/Parenting Students                               |
| 5148    | Child Care And Development  |
| 5148    | Child Care And Development  |
| 5148.2  | Before/After School Programs                                      |

|         |  |
|---------|--|
| 5148.2  | Before/After School Programs                               |
| 5148.3  | Preschool/Early Childhood Education                        |
| 5148.3  | Preschool/Early Childhood Education                        |
| 6020    | Parent Involvement   |
| 6020    | Parent Involvement   |
| 6111    | School Calendar  |
| 6112    | School Day   |
| 6112    | School Day   |
| 6117    | Year-Round Schedules                                       |
| 6142.1  | Sexual Health And HIV/AIDS Prevention Instruction          |
| 6142.1  | Sexual Health And HIV/AIDS Prevention Instruction          |
| 6142.2  | World Language Instruction                                 |
| 6142.2  | World Language Instruction                                 |
| 6142.8  | Comprehensive Health Education                             |
| 6142.8  | Comprehensive Health Education                             |
| 6143    | Courses Of Study   |
| 6143    | Courses Of Study   |
| 6145.2  | Athletic Competition                                       |
| 6145.2  | Athletic Competition                                       |
| 6146.1  | High School Graduation Requirements                        |
| 6146.11 | Alternative Credits Toward Graduation                      |
| 6146.11 | Alternative Credits Toward Graduation                      |
| 6146.2  | Certificate Of Proficiency/High School Equivalency         |
| 6146.2  | Certificate Of Proficiency/High School Equivalency         |
| 6146.2  | Certificate Of Proficiency/High School Equivalency         |
| 6154    | Homework/Makeup Work                                       |
| 6158    | Independent Study  |
| 6158    | Independent Study  |
| 6159    | Individualized Education Program                           |
| 6159    | Individualized Education Program                           |
| 6159.1  | Procedural Safeguards And Complaints For Special Education |
| 6159.1  | Procedural Safeguards And Complaints For Special Education |
| 6159.4  | Behavioral Interventions For Special Education Students    |

|         |  |
|---------|--|
| 6162.51 | State Academic Achievement Tests                                   |
| 6162.51 | State Academic Achievement Tests                                   |
| 6162.8  | Research   |
| 6162.8  | Research   |
| 6164.2  | Guidance/Counseling Services                                       |
| 6164.4  | Identification And Evaluation Of Individuals For Special Education |
| 6164.4  | Identification And Evaluation Of Individuals For Special Education |
| 6164.6  | Identification And Education Under Section 504                     |
| 6164.6  | Identification And Education Under Section 504                     |
| 6170.1  | Transitional Kindergarten  |
| 6173    | Education For Homeless Children                                    |
| 6173    | Education For Homeless Children                                    |
| 6173    | Education For Homeless Children                                    |
| 6173    | Education For Homeless Children                                    |
| 6173.1  | Education For Foster Youth   |
| 6173.1  | Education For Foster Youth   |
| 6173.3  | Education For Juvenile Court School Students                       |
| 6173.4  | Education For American Indian Students                             |
| 6175    | Migrant Education Program  |
| 6175    | Migrant Education Program  |
| 6178    | Career Technical Education   |
| 6178    | Career Technical Education   |
| 6181    | Alternative Schools/Programs Of Choice                             |
| 6181    | Alternative Schools/Programs Of Choice                             |
| 6183    | Home And Hospital Instruction                                      |
| 6184    | Continuation Education   |
| 6184    | Continuation Education   |
| 6190    | Evaluation Of The Instructional Program                            |
| 9310    | Board Policies   |

**Policy 5148: Child Care And Development**

**Status:** ADOPTED

**Original Adopted Date:** 03/01/2009 | **Last Revised Date:** 12/06/01/2021/2023 | **Last Reviewed Date:** 12/06/01/2021/2023

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

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

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

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

When a district child care program is physically closed by local or state public health order **due to the COVID-19 pandemic**, the district shall provide distance learning when required to do so as a condition of funding or when required by law.

**Eligibility and Enrollment**

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

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

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

A child's eligibility for transitional kindergarten enrollment shall not impact family eligibility for a childcare or preschool program. (Education Code 48000)

**Staffing**

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

### Facilities

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

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

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

### Complaints

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

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

### Program Evaluation

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

---

#### Policy Reference Disclaimer:

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

| State                  | Description   |
|------------------------|---|
| 22 CCR 101151-101191   | Licensing and application procedures                              |
| 22 CCR 101151-101239.2 | <a href="#">General requirements; licensed child care centers</a> |
| 22 CCR 101212-101231   | <a href="#">Continuing requirements</a>                           |

22 CCR 101237-101239.2

34 CFR 303.1-303.734

5 CCR 18000-18434

5 CCR 18012-18122

5 CCR 18180-18192

5 CCR 18210-18213

5 CCR 18220-18231

5 CCR 18240-~~18248~~ 18249

5 CCR 18270-18281

5 CCR 18290-18292

5 CCR 18295

5 CCR 18300-18308

5 CCR 4600-4687

5 CCR 80067-80067.2

5 CCR 80105-80125

Ed. Code 46120

Ed. Code 48000

Ed. Code 49540-49546

Ed. Code 49570

Ed. Code 56244

Ed. Code 8200-8340

Ed. Code 8207

Ed. Code ~~8278.3~~ 8337

Ed. Code 8482-8484.65

Ed. Code 8484.7-8484.9

Gov. Code 95000-95029.5

H&S Code 120325-120380

H&S Code 120440

H&S Code 1596.70-1596.895

H&S Code 1596.90-1597.21

## Facilities and equipment

### Early Intervention Program for Infants and Toddlers with Disabilities

Child care and development programs

General requirements

Federal and state migrant programs

Severely handicapped program

Alternative payment program

Resource and referral program

Program quality; accountability

Staffing ratios

Waiver of qualifications for site supervisor

Appeals and dispute resolution

Uniform complaint procedures and Williams complaints

### Early Childhood Education Specialist Credential

Commission on Teacher Credentialing; child care and development permits

### Expanded Learning Opportunities Program

Transitional kindergarten

Child care food program

National School Lunch program

Staff development funding

California State Preschool Program

California State Preschool Program administration

### ~~Child Care Facilities Revolving Fund~~ Early Education Expansion Program

After School Education and Safety Program

21st Century Community Learning Centers

### California Early Intervention Services Act

Immunization against communicable diseases

### Disclosure of immunization information to local and state health departments

California Child Day Care Act

Day care centers

|  |  |
|--|--|
| W&I Code 10200-10206                     | Early Childhood Development Act of 2020  |
| W&I Code 10207-10215                     | General provisions   |
| W&I Code 10207- <del>10490</del> 10492.2 | Child Care and Development Services Act  |
| W&I Code 10217-10224.5                   | Resource and referral programs   |
| W&I Code 10225-10234                     | Alternative payment programs   |
| W&I Code 10235-10238                     | Migrant child care and development programs  |
| W&I Code 10240-10243                     | General child care and development programs  |
| W&I Code 10250-10252                     | Family child care home education networks  |
| W&I Code 10260-10263                     | Child care and development services for children with special needs                            |
| W&I Code 10271                           | Eligibility, enrollment and priority of services; physical examinations; rules and regulations |
| W&I Code 10271.5                         | Income eligibility   |
| W&I Code 10271.7                         | Family member certified as eligible to receive benefits; definition                            |
| W&I Code 10272.5                         | Order of disenrollment   |
| W&I Code 10273                           | Preferred placement for otherwise eligible children ages 11 or 12                              |
| W&I Code 10276                           | Child Care and Development Fund notice to providers  |
| W&I Code 10290                           | Fee schedule for families using preschool and child care and development services              |
| W&I Code 10291                           | Families exempt from family fees   |
| W&I Code 10315                           | Transfer of information to public schools  |
| W&I Code <del>10322</del> 10332          | Children residing in another district; use of facilities and personnel                         |
| W&I Code 10491-10491.1                   | Expulsion and suspension procedures in childcare and development services programs             |
| <b>Federal</b>                           | <b>Description</b>   |
| 20 USC 1232g                             | Family Educational Rights and Privacy Act (FERPA) of 1974                                      |
| 20 USC 1400-1482                         | Individuals with Disabilities Education Act  |
| 42 USC 1751-1769j                        | School Lunch Program   |
| 42 USC 9831- <del>9852</del> 9852c       | Head Start programs  |
| 42 USC <del>9858-9858g</del> 9857-9858r  | Child <del>care</del> Care and <del>development block grant</del> Development Block Grant      |
| 45 CFR 98. <del>21</del> -98.93          | Child <del>care</del> Care and <del>development fund</del> Development Fund                    |
| 7 CFR 210.1-210. <del>31</del> 33        | National School Lunch Program  |



| Management Resources                               | Description  |
|--|--|
| CA Commission on Teacher Credentialing Publication | Proposed Amendments to Title 5 of the California Code of Regulations Pertaining to the PK-3 Childhood Education Specialist Credential, Coded Correspondence 23-02, February 10, 2023 |
| CA Dept of Social Services Publication             | Child Care Transition: The Early Childhood Development Act of 2020   |
| CA Dept of Social Services Publication             | <a href="#">American Rescue Plan Act</a> Child Care & Development Division FAQ   |
| CA Dept of Social Services Publication             | COVID-19 Licensed Child Care Facilities and Providers (FAQs)   |
| Court Decision                                     | CBS Inc. v. The Superior Court of Los Angeles County, State Department of Social Services, (2001) 91 Cal.App.4th 892   |
| U.S. Department of Education Publication           | <a href="#">Policy Statement on Expulsion and Suspension Policies in Early Childhood Settings, 2016</a>  |
| Website  | <a href="#">Osteopathic Medical Board of California</a>  |
| Website  | <a href="#">Medical Board of California</a>  |
| Website  | <a href="#">California Department of Social Services, Child Care Licensing</a>   |
| Website  | <a href="#">California Child Development Administrators Association</a><br><a href="#">EveryChild California, an Association of Leaders Advancing Early Learning</a>                 |
| Website  | <a href="#">Office of Administrative Law</a>   |
| Website  | <a href="#">Universal Prekindergarten, California's Great Start</a>  |
| Website  | <a href="#">CSBA District and County Office of Education Legal Services</a>  |
| Website  | <a href="#">California Commission on Teacher Credentialing</a>   |
| Website  | <a href="#">California Association for the Education of Young Children</a>   |
| Website  | <a href="#">California Department of Education, Early Education and support Division</a>   |
| Website  | <a href="#">California Department of Education, Early Education Management Bulletins</a>   |
| Website  | <a href="#">California Head Start Association</a>  |
| Website  | <a href="#">California School-Age Consortium</a>   |
| Website  | <a href="#">National Association for the Education of Young Children</a>   |
| Website  | <a href="#">U.S. Department of Health and Human Services</a>   |
| Website  | <a href="#">Commission on Teacher Credentialing</a>  |
| Website  | <a href="#">CSBA</a>   |
| Website  | <a href="#">U.S. Department of Education</a>   |

## Cross References

| <b>Code</b> | <b>Description</b>  |
|-------------|---|
| 0000        | Vision  |
| 0100        | Philosophy  |
| 0200        | Goals For The School District                                 |
| 0410        | Nondiscrimination In District Programs And Activities         |
| 0500        | Accountability  |
| 1240        | Volunteer Assistance  |
| 1240        | Volunteer Assistance  |
| 1312.3      | Uniform Complaint Procedures                                  |
| 1312.3      | Uniform Complaint Procedures                                  |
| 1312.3      | Uniform Complaint Procedures                                  |
| 1312.3      | Uniform Complaint Procedures                                  |
| 1330        | Use Of School Facilities                                      |
| 1330        | Use Of School Facilities                                      |
| 1330        | Use Of School Facilities                                      |
| 1330.1      | Joint Use Agreements  |
| 1400        | Relations Between Other Governmental Agencies And The Schools |
| 1700        | Relations Between Private Industry And The Schools            |
| 3260        | Fees And Charges  |
| 3260        | Fees And Charges  |
| 3280        | Sale Or Lease Of District-Owned Real Property                 |
| 3280        | Sale Or Lease Of District-Owned Real Property                 |
| 3312        | Contracts   |
| 3523        | Electronic Signatures   |
| 3523        | Electronic Signatures   |
| 3540        | Transportation  |
| 3550        | Food Service/Child Nutrition Program                          |
| 3550        | Food Service/Child Nutrition Program                          |
| 3552        | Summer Meal Program   |

|        |  |
|--------|--|
| 3552   | Summer Meal Program                      |
| 3553   | Free And Reduced Price Meals             |
| 3553   | Free And Reduced Price Meals             |
| 3580   | District Records                         |
| 3580   | District Records                         |
| 4112   | Appointment And Conditions Of Employment |
| 4112.2 | Certification                            |
| 4112.2 | Certification                            |
| 4112.4 | Health Examinations                      |
| 4112.5 | Criminal Record Check                    |
| 4112.5 | Criminal Record Check                    |
| 4112.6 | Personnel Files                          |
| 4131   | Staff Development                        |
| 4161.2 | Personal Leaves                          |
| 4212.4 | Health Examinations                      |
| 4212.5 | Criminal Record Check                    |
| 4212.5 | Criminal Record Check                    |
| 4212.6 | Personnel Files                          |
| 4231   | Staff Development                        |
| 4261.2 | Personal Leaves                          |
| 4312.4 | Health Examinations                      |
| 4312.5 | Criminal Record Check                    |
| 4312.5 | Criminal Record Check                    |
| 4312.6 | Personnel Files                          |
| 4331   | Staff Development                        |
| 4361.2 | Personal Leaves                          |
| 5022   | Student And Family Privacy Rights        |
| 5022   | Student And Family Privacy Rights        |
| 5030   | Student Wellness                         |
| 5111.1 | District Residency                       |
| 5111.1 | District Residency                       |
| 5117   | Interdistrict Attendance                 |
| 5117   | Interdistrict Attendance                 |

|         |                                      |
|---------|--------------------------------------|
| 5125    | Student Records                      |
| 5125    | Student Records                      |
| 5141    | Health Care And Emergencies          |
| 5141    | Health Care And Emergencies          |
| 5141.22 | Infectious Diseases                  |
| 5141.22 | Infectious Diseases                  |
| 5141.23 | Asthma Management                    |
| 5141.23 | Asthma Management                    |
| 5141.26 | Tuberculosis Testing                 |
| 5141.27 | Food Allergies/Special Dietary Needs |
| 5141.27 | Food Allergies/Special Dietary Needs |
| 5141.3  | Health Examinations                  |
| 5141.3  | Health Examinations                  |
| 5141.31 | Immunizations                        |
| 5141.31 | Immunizations                        |
| 5141.52 | Suicide Prevention                   |
| 5141.52 | Suicide Prevention                   |
| 5141.6  | School Health Services               |
| 5141.6  | School Health Services               |
| 5145.6  | Parent/Guardian Notifications        |
| 5145.6  | Parent/Guardian Notifications        |
| 5146    | Married/Pregnant/Parenting Students  |
| 5148.2  | Before/After School Programs         |
| 5148.2  | Before/After School Programs         |
| 5148.3  | Preschool/Early Childhood Education  |
| 5148.3  | Preschool/Early Childhood Education  |
| 6020    | Parent Involvement                   |
| 6020    | Parent Involvement                   |
| 6142.7  | Physical Education And Activity      |
| 6142.7  | Physical Education And Activity      |
| 6154    | Homework/Makeup Work                 |
| 6159    | Individualized Education Program     |
| 6159    | Individualized Education Program     |

|        |  |
|--------|--|
| 6164.4 | Identification And Evaluation Of Individuals For Special Education |
| 6164.4 | Identification And Evaluation Of Individuals For Special Education |
| 6164.6 | Identification And Education Under Section 504                     |
| 6164.6 | Identification And Education Under Section 504                     |
| 6174   | Education For English Learners                                     |
| 6174   | Education For English Learners                                     |
| 6175   | Migrant Education Program  |
| 6175   | Migrant Education Program  |
| 6184   | Continuation Education   |
| 6184   | Continuation Education   |
| 7110   | Facilities Master Plan   |

**Policy 6146.4: Differential Graduation And Competency Standards For Students With Disabilities**

Status: ADOPTED

Original Adopted Date: 11/01/1999 | Last Revised Date: 11 06/01/2009 2023 | Last Reviewed Date: 11 06/01/2009 2023

The Governing Board recognizes that students with disabilities are entitled to a course of study that provides them with a free appropriate public education (FAPE) and that modifications to the district's regular course may be needed on an individualized basis to provide FAPE. In accordance with law, each student's individualized education program (IEP) team shall determine the appropriate goals, as well as any appropriate individual accommodations necessary for measuring the academic achievement and functional performance of the student on state and districtwide assessments.

**Exemption from District-Established Graduation Requirements**

District students shall complete all course requirements for high school graduation as specified in Board Policy 6146.1 - High School Graduation Requirements. However, a student with a disability may be exempted from all coursework and other requirements adopted by the Board that are in addition to the statewide course requirements for high school graduation if the student's IEP provides for both of the following requirements: (Education Code 51225.31).

1. That the student take the alternate assessment aligned to alternate achievement standards in grade 11 as described in Education Code 60640
2. That the student complete state standards aligned coursework to meet the statewide coursework specified in Education Code 51225.3

Prior to the beginning of grade 10, the IEP team for each student with a disability shall determine whether the student is eligible for the exemption, and if so, notify the student's parent/guardian of the exemption. (Education Code 51225.31)

Any such exempted student shall receive a diploma and be eligible to participate in any graduation ceremony and school activity related to graduation in which a student of similar age without a disability would be eligible to participate. (Education Code 51225.31)

**Certificate of Educational Achievement or Completion**

Instead of a high school diploma, a student with disabilities a disability may be awarded a certificate or document of educational achievement or completion if the student has met one of the following requirements: (Education Code 56390)

1. Satisfactorily completed a prescribed alternative course of study approved by the board of the district in which the student attended school or the district with jurisdiction over the student as identified in his/her the student's IEP
2. Satisfactorily met his/her the student's IEP goals and objectives during high school as determined by the IEP team

- Satisfactorily attended high school, participated in the instruction as prescribed in **his/her the student's** IEP, and met the objectives of the statement of transition services

A student with **disabilities** a **disability** who meets any of the criteria specified above shall be eligible to participate in any graduation ceremony and any school activity related to graduation in which a graduating student of similar age without disabilities would be eligible to participate. (Education Code 56391)

**Policy Reference Disclaimer:**

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

| <b>State</b>                      | <b>Description</b>  |
|-----------------------------------|---|
| 5 CCR 3070                        | Graduation  |
| <a href="#">Ed. Code 51225.3</a>  | <a href="#">High school graduation requirements</a>   |
| <a href="#">Ed. Code 51225.31</a> | <a href="#">Graduation exemption for students with disabilities</a>                                   |
| Ed. Code 56341                    | Individualized education program team   |
| Ed. Code 56345                    | Individualized education program contents   |
| Ed. Code 56390-56392              | Recognition for educational achievement; special education  |
| <a href="#">Ed. Code 60640</a>    | <a href="#">California Assessment of Student Performance and Progress</a>                             |
| <b>Federal</b>                    | <b>Description</b>  |
| 20 USC 1400-1482                  | Individuals with Disabilities Education Act   |
| 34 CFR 300.1-300.818              | Individuals with Disabilities Education Act   |
| 34 CFR 300.320                    | Definition of IEP   |
| <b>Management Resources</b>       | <b>Description</b>  |
| Website                           | <a href="#">CSBA District and County Office of Education Legal Services</a>                           |
| Website                           | <a href="#">U.S. Department of Education, Office of Special Education and Rehabilitative Services</a> |
| Website                           | <a href="#">California Department of Education</a>  |

**Cross References**

| <b>Code</b> | <b>Description</b>                             |
|-------------|--|
| 0430        | Comprehensive Local Plan For Special Education |
| 0430        | Comprehensive Local Plan For Special Education |
| 5127        | Graduation Ceremonies And Activities           |
| 6146.1      | High School Graduation Requirements            |
| 6146.3      | Reciprocity Of Academic Credit                 |
| 6146.3      | Reciprocity Of Academic Credit                 |
| 6159        | Individualized Education Program               |

|         |  |
|---------|--|
| 6159    | Individualized Education Program   |
| 6159.1  | Procedural Safeguards And Complaints For Special Education               |
| 6159.1  | Procedural Safeguards And Complaints For Special Education               |
| 6159.2  | Nonpublic, Nonsectarian School And Agency Services For Special Education |
| 6159.2  | Nonpublic, Nonsectarian School And Agency Services For Special Education |
| 6159.3  | Appointment Of Surrogate Parent For Special Education Students           |
| 6159.3  | Appointment Of Surrogate Parent For Special Education Students           |
| 6162.51 | State Academic Achievement Tests   |
| 6162.51 | State Academic Achievement Tests   |
| 6164.4  | Identification And Evaluation Of Individuals For Special Education       |
| 6164.4  | Identification And Evaluation Of Individuals For Special Education       |
| 6200    | Adult Education  |
| 6200    | Adult Education  |



**Policy 6159.2: Nonpublic, Nonsectarian School And Agency Services For Special Education**

Status: ADOPTED

Original Adopted Date: 06/01/1995 | Last Revised Date: 07/06/01/2020 2023 | Last Reviewed Date: 07/06/01/2020 2023

The Governing Board recognizes its responsibility to provide a free appropriate public education to students with disabilities in accordance with law. When the district is unable to provide direct special education and/or related services to students with disabilities, the Board may enter into a contract with a nonpublic, nonsectarian school or agency (NPS/A) to meet student needs consistent with the comprehensive local plan of the Special Education Local Plan Area.

Prior to entering into a contract to place any student in an NPS/A, the Superintendent or designee shall verify that the school or agency is certified to provide special education and related services to individuals with disabilities and complies with staff training requirements in accordance with Education Code 56366 and 56366.1. In addition, the Superintendent or designee shall monitor, on an ongoing basis, the certification of any NPS/A with which the district has a contract to ensure that the certification has not expired.

No district student with a disability shall be referred to, or placed in, an NPS/A unless the student's individualized education program (IEP) team has determined that an appropriate public education alternative does not exist and that the placement is appropriate for the student. (Education Code 56342.1)

The district shall pay to the NPS/A the full amount of the tuition or fees, as applicable, for students with disabilities who are enrolled in programs or receiving services provided by the NPS/A pursuant to the contract. (Education Code 56365)

In accordance with law, any student with disabilities placed in an NPS/A shall have all the rights and protections to which students with disabilities are generally entitled, including, but not limited to, procedural safeguards, due process rights, and periodic review of the student's IEP.

During the period when any student with disabilities is placed in an NPS/A, the student's IEP team shall retain responsibility for monitoring the student's progress towards meeting the goals identified in the IEP.

The Superintendent or designee shall ensure that any contract with an NPS/A contains a requirement for the NPS/A to comply with district policy, procedures, and practices related to student rights, health, and safety, including the use of seclusion and restraint. All NPS/A staff that serve district students shall be made aware of, and trained in such policies, procedures, and practices.

The Superintendent or designee shall notify the Board prior to approving an out-of-state placement for any district student.

The Superintendent or designee may apply to the Superintendent of Public Instruction to waive any of the requirements of Education Code 56365, 56366, and 56366.6. (Education Code 56366.2)

**Policy Reference Disclaimer:**

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

| <b>State</b>   | <b>Description</b>   |
|--|--|
| 5 CCR 3001   | Definitions  |
| 5 CCR 3051-3051.24   | Special education; standards for related services and staff qualifications   |
| 5 CCR 3060-3070  | Nonpublic, nonsectarian school and agency services   |
| Ed. Code 56034-56035   | Definitions of nonpublic, nonsectarian school and agency   |
| Ed. Code 56042   | Placement not to be recommended by attorney <b>or advocate</b> with conflict of interest   |
| Ed. Code 56101   | Waivers  |
| Ed. Code 56163   | Certification  |
| Ed. Code 56168   | Responsibility for education of student in hospital or health facility school  |
| Ed. Code 56195.8   | Adoption of policies   |
| Ed. Code 56342.1   | Individualized education program; placement  |
| Ed. Code 56360-56369   | Implementation of special education  |
| <del>Ed. Code 56711</del>  | <del>Computation of state aid</del>  |
| <del>Ed. Code 56740-56743</del>                                  | <del>Apportionments and reports</del>  |
| <del>Ed. Code 56760</del>  | <del>Annual budget plan; service proportions</del>   |
| <del>Ed. Code 56775.5</del>                                      | <del>Reimbursement of assessment and identification costs</del>  |
| Ed. Code 56836.20-56836.21                                       | Special education funding; SELPA contracts with nonpublic nonsectarian schools   |
| Fam. Code 7911-7912  | Interstate compact on placement of children  |
| <del>Gov. Code 7570-7587</del>                                   | <del>Interagency responsibilities for providing services to children with disabilities</del>                                       |
| <del>Gov. Code 7572.55</del>                                     | <del>Seriously emotionally disturbed child; out-of-state placement</del>   |
| W&I Code 362.2   | Out-of-home placement for IEP  |
| W&I Code 727.1   | Out-of-state placement of wards of court   |
| <b>Federal</b>   | <b>Description</b>   |
| 20 USC 1400-1487   | Individuals with Disabilities Education Act  |
| 34 CFR 300.129-300.148   | Children with disabilities in private schools  |
| <b>Management Resources</b>                                      | <b>Description</b>   |
| Court Decision   | Agostini v. Felton, (1997) 521 U.S. 203, 117 S.Ct. 1997  |
| <a href="#">US Dept of Ed Office for Civil Rights Settlement</a> | <a href="#">Department of Education, Davis Joint Unified School District Resolution Agreement, OCR No. 09-19-5001, December 7,</a> |

2022

- Website [CSBA District and County Office of Education Legal Services](#)
- Website [U.S. Department of Education, Office of Special Education and Rehabilitative Services](#)
- Website [California Department of Education](#)

### Cross References

| <b>Code</b> | <b>Description</b>  |
|-------------|---|
| 0430        | Comprehensive Local Plan For Special Education                                  |
| 0430        | Comprehensive Local Plan For Special Education                                  |
| 0500        | Accountability  |
| 1312.3      | Uniform Complaint Procedures  |
| 1312.3      | Uniform Complaint Procedures  |
| 1312.3      | Uniform Complaint Procedures  |
| 1312.3      | Uniform Complaint Procedures  |
| 1431        | Waivers   |
| 3541.2      | Transportation For Students With Disabilities                                   |
| 3580        | District Records  |
| 3580        | District Records  |
| 4112.23     | Special Education Staff   |
| 5125        | Student Records   |
| 5125        | Student Records   |
| 6146.1      | High School Graduation Requirements   |
| 6146.3      | Reciprocity Of Academic Credit  |
| 6146.3      | Reciprocity Of Academic Credit  |
| 6146.4      | Differential Graduation And Competency Standards For Students With Disabilities |
| 6159        | Individualized Education Program  |
| 6159        | Individualized Education Program  |
| 6159.1      | Procedural Safeguards And Complaints For Special Education                      |
| 6159.1      | Procedural Safeguards And Complaints For Special Education                      |
| 6159.3      | Appointment Of Surrogate Parent For Special Education Students                  |
| 6159.3      | Appointment Of Surrogate Parent For Special Education Students                  |

|         |  |
|---------|--|
| 6162.51 | State Academic Achievement Tests                                   |
| 6162.51 | State Academic Achievement Tests                                   |
| 6164.4  | Identification And Evaluation Of Individuals For Special Education |
| 6164.4  | Identification And Evaluation Of Individuals For Special Education |
| 6173.1  | Education For Foster Youth   |
| 6173.1  | Education For Foster Youth   |
| 6173.2  | Education Of Children Of Military Families                         |
| 6173.2  | Education Of Children Of Military Families                         |

**Policy 6174: Education For English Learners**

**Status:** ADOPTED

**Original Adopted Date:** 03/01/2017 | **Last Revised Date:** 07/06/01/2019 2023 | **Last Reviewed Date:** 07/06/01/2019 2023

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

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

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

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

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

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

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

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

**Staff Qualifications and Training**

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

The district shall provide effective professional development to teachers (including teachers in classroom settings that are not the settings of language instruction educational programs), administrators, and other school or community-based organization personnel to improve the instruction and assessment of English learners and enhance staff's ability to understand and use curricula, assessment, and instructional strategies for English learners. Such professional development shall be of sufficient intensity and duration to produce a positive and lasting impact on teachers' performance in the classroom. (20 USC 6825)

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

### **Identification and Assessment**

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

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

In addition, English learners' academic achievement in English language arts, mathematics, science, and any additional subject required by law shall be assessed using the California Assessment of Student Performance and Progress. As necessary, the test shall be administered with testing variations in accordance with 5 CCR ~~854.1-854.3~~ 853. English learners who are in their first 12 months of attending a school in the United States shall be exempted from taking the English language arts assessment to the extent allowed by federal law. (Education Code 60603, 60640; 5 CCR ~~8541.1-854.3~~ 853)

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

### **Language Acquisition Programs**

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

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

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

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

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

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

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

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

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

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

## **Reclassification**

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

## **Program Evaluation**

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

1. Progress of English learners towards proficiency in English
2. The number and percentage of English learners reclassified as fluent English proficient

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

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

**Policy Reference Disclaimer:**

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

| <b>State</b>                 | <b>Description</b>  |
|------------------------------|---|
| 5 CCR 11300-11316            | English learner education   |
| 5 CCR 11510-11517.5          | California English Language Development Test  |
| 5 CCR 11517.6-11519.5        | English Language Proficiency Assessments for California   |
| 5 CCR <b>854.1-854.3 853</b> | <b>CAASPP and universal tools, designated supports, and accommodations Administration of CAASPP</b> |
| 5 CCR 854.9                  | CAASPP and unlisted resources for students with disabilities  |
| <b>Ed. Code 200</b>          | <b>Prohibition of discrimination</b>  |
| Ed. Code 300-340             | <a href="#">English language education for immigrant children</a>                                   |
| Ed. Code 310                 | Language acquisition programs   |
| Ed. Code 313-313.5           | Assessment of English proficiency   |
| Ed. Code 33050               | Nonwaivable provisions  |
| Ed. Code 42238.02            | Local Control Funding Formula   |
| Ed. Code 430-446             | English Learner and Immigrant Pupil Federal Conformity Act  |
| Ed. Code 44253.1-44253.11    | Qualifications of teachers of English learners  |
| <b>Ed. Code 48345</b>        | <b>Interdistrict instruction collaboration agreements</b>   |
| Ed. Code 48980               | Parent/Guardian notifications   |
| Ed. Code 48985               | Notices to parents in language other than English   |



|                      |   |
|----------------------|---|
| Ed. Code 52052       | Accountability; numerically significant student subgroups |
| Ed. Code 52060-52077 | Local control and accountability plan                     |
| Ed. Code 52160-52178 | Bilingual Bicultural Act of 1976                          |
| Ed. Code 56305       | CDE manual on English learners with disabilities          |
| Ed. Code 60603       | Definition; recently arrived English learner              |
| Ed. Code 60640       | California Assessment of Student Performance and Progress |
| Ed. Code 62002.5     | Continuation of advisory committee after program sunsets  |

**Federal**

|                                   |  |
|-----------------------------------|--|
| 20 USC 1412                       | <b>Description</b><br>State eligibility                                  |
| 20 USC 1701- <del>1705</del> 1721 | <a href="#">Equal Educational Opportunities Act</a>                      |
| 20 USC 6311                       | State plan   |
| 20 USC 6312                       | Local educational agency plan  |
| 20 USC 6801-7014                  | Limited English proficient and immigrant students                        |
| 20 USC 7801                       | <a href="#">Definition of English learner</a>                            |
| 34 CFR 100.3                      | Prohibition of discrimination on basis of race, color or national origin |

~~34 CFR 200.16~~

~~Assessment of English learners~~

**Management Resources**

**Description**

|  |  |
|--|--|
| Attorney General Opinion                       | 83 Ops.Cal.Atty.Gen. 40 (2000)   |
| California Department of Education Publication | <a href="#">Englisher Learner, Federal Program Monitoring Instrument</a>   |
| California Department of Education Publication | <a href="#">Monitoring Reclassified Students, December 2019</a>  |
| California Department of Education Publication | <a href="#">California Practitioners' Guide for Educating English Learners with Disabilities, 2019</a>   |
| California Department of Education Publication | <a href="#">English Language Proficiency Assessments for California Information Guide, August 2022</a>   |
| California Department of Education Publication | <a href="#">California Digital Learning Integration and Standards Guidance, May 2021</a>   |
| California Department of Education Publication | <a href="#">Reclassification Guidance for <del>2017-18</del> 2020-21 and Statewide Testing Window Extension, CDE Correspondence, <del>April 28, 2017</del> June 14, 2021</a>                                       |
| California Department of Education Publication | <a href="#">Integrating the CA ELD Standards into K-12 Mathematics and Science Teaching and Learning, December 2015</a>  |
| California Department of Education Publication | <del>Matrix One: Universal Tools, Designated Supports, and Accommodations for the California Assessment of Student Performance and Progress for 2017-18</del> <a href="#">Accessibility Resources Matrix, 2022</a> |
| California Department of Education             | <a href="#">Next Generation Science Standards for California Public</a>  |

|   |  |
|---|--|
| Publication                                     | <a href="#">Schools, Kindergarten through Grade Twelve, rev. March 2015</a>  |
| California Department of Education Publication  | <a href="#">English Language Development Standards for California Public Schools: Kindergarten Through Grade Twelve, 2012</a>  |
| California Department of Education Publication  | <a href="#">California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs and Practices for English Learners, <del>2018</del> 2017</a>  |
| California Department of Education Publication  | <a href="#">Common Core State Standards for Mathematics, 2013</a>  |
| California Department of Education Publication  | <a href="#">English Language Arts/English Language Development Framework for California Public Schools: Kindergarten through Grade Twelve, 2014</a>                      |
| Commission on Teacher Credentialing Publication | <a href="#">Bilingual Authorization Educator Preparation Preconditions, Program Standards, and Bilingual Teaching Performance Expectations, December 2021</a>            |
| Court Decision                                  | Valeria O. v. Davis (2002) 307 F.3d 1036   |
| Court Decision                                  | California Teachers Association v. State Board of Education et al. (9th Circuit, 2001) 271 F.3d 1141   |
| Court Decision                                  | McLaughlin v. State Board of Education (1999) 75 Cal.App.4th 196   |
| Court Decision                                  | Teresa P. et al v. Berkeley Unified School District et al (1989) 724 F.Supp. 698   |
| CSBA Publication                                | <a href="#">English Learners in Focus, Issue 3: Ensuring High-Quality Staff for English Learners, Governance Brief, July 2016</a>  |
| CSBA Publication                                | <a href="#">English Learners in Focus, Issue 4: Expanding Bilingual Education in California after Proposition 58, Governance Brief, March 2017</a>                       |
| CSBA Publication                                | <a href="#">English Learners in Focus: The English Learner Roadmap: Providing Direction for English Learner Success, Governance Brief, February 2018</a>                 |
| CSBA Publication                                | <a href="#">English Learners in Focus, Issue 1: Updated Demographic and Achievement Profile of California's English Learners, Governance Brief, September 2016</a>       |
| CSBA Publication                                | <a href="#">English Learners in Focus, Issue 2: The Promise of Two-Way Immersion Programs, Governance Brief, September 2014</a>  |
| The Education Trust- West Publication           | <a href="#">Unlocking Learning: Science as a Lever for English Learner Equity, January 2017</a>  |
| The Education Trust- West Publication           | <a href="#">Unlocking Learning II: Math as a Lever for English Learner Equity, March 2018</a>  |
| U.S. Department of Education Publication        | <a href="#">English Learners and Title III of the Elementary and Secondary Education Act (ESEA), as Amended by the Every Student Succeeds Act (ESSA), September 2016</a> |

|   |   |
|---|---|
| U.S. Department of Education<br>Publication | <a href="#">English Learner Tool Kit for State and Local Educational Agencies (SEAs and LEAs), rev. November 2016</a>   |
| U.S. Department of Education<br>Publication | <a href="#">Innovative Solutions for Including Recently Arrived English Learners in State Accountability Systems: A Guide for States, January 2017</a>                                |
| U.S. Department of Education<br>Publication | <a href="#">Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, January 7, 2015</a>   |
| Website                                     | <a href="#">California Digital Learning Integration and Standards Guidance</a>  |
| Website Publication                         | <a href="#">Accountability for English Learners Under the ESEA, Non-Regulatory Guidance, January 2017</a> <a href="#">CSBA District and County Office of Education Legal Services</a> |
| Website                                     | <a href="#">National Clearinghouse for English Language Acquisition</a>   |
| Website                                     | <a href="#">The Education Trust-West</a>  |
| Website                                     | <a href="#">California Department of Education, English Learners</a>  |
| Website                                     | <a href="#">California Association for Bilingual Education</a>  |
| Website                                     | <a href="#">CSBA</a>  |
| Website                                     | <a href="#">U.S. Department of Education</a>  |

## Cross References

| <b>Code</b> | <b>Description</b>                    |
|-------------|---------------------------------------|
| 0200        | Goals For The School District         |
| 0415        | Equity                                |
| 0420        | School Plans/Site Councils            |
| 0420        | School Plans/Site Councils            |
| 0460        | Local Control And Accountability Plan |
| 0460        | Local Control And Accountability Plan |
| 0470        | COVID-19 Mitigation Plan              |
| 1220        | Citizen Advisory Committees           |
| 1220        | Citizen Advisory Committees           |
| 3100        | Budget                                |
| 3100        | Budget                                |
| 4112.22     | Staff Teaching English Learners       |
| 4131        | Staff Development                     |
| 4231        | Staff Development                     |
| 4331        | Staff Development                     |

|         |   |
|---------|---|
| 5020    | Parent Rights And Responsibilities                  |
| 5020    | Parent Rights And Responsibilities                  |
| 5117    | Interdistrict Attendance                            |
| 5117    | Interdistrict Attendance                            |
| 5126    | Awards For Achievement                              |
| 5126    | Awards For Achievement                              |
| 5148    | Child Care And Development                          |
| 5148    | Child Care And Development                          |
| 5148.3  | Preschool/Early Childhood Education                 |
| 5148.3  | Preschool/Early Childhood Education                 |
| 6000    | Concepts And Roles                                  |
| 6011    | Academic Standards                                  |
| 6020    | Parent Involvement                                  |
| 6020    | Parent Involvement                                  |
| 6120    | Response To Instruction And Intervention            |
| 6141    | Curriculum Development And Evaluation               |
| 6141    | Curriculum Development And Evaluation               |
| 6142.1  | Sexual Health And HIV/AIDS Prevention Instruction   |
| 6142.1  | Sexual Health And HIV/AIDS Prevention Instruction   |
| 6142.2  | World Language Instruction                          |
| 6142.2  | World Language Instruction                          |
| 6142.91 | Reading/Language Arts Instruction                   |
| 6151    | Class Size  |
| 6152.1  | Placement In Mathematics Courses                    |
| 6152.1  | Placement In Mathematics Courses                    |
| 6159    | Individualized Education Program                    |
| 6159    | Individualized Education Program                    |
| 6161.1  | Selection And Evaluation Of Instructional Materials |
| 6161.1  | Selection And Evaluation Of Instructional Materials |
| 6161.1  | Selection And Evaluation Of Instructional Materials |
| 6161.11 | Supplementary Instructional Materials               |
| 6162.5  | Student Assessment                                  |
| 6162.51 | State Academic Achievement Tests                    |

|         |  |
|---------|--|
| 6162.51 | State Academic Achievement Tests               |
| 6164.5  | Student Success Teams                          |
| 6164.5  | Student Success Teams                          |
| 6164.6  | Identification And Education Under Section 504 |
| 6164.6  | Identification And Education Under Section 504 |
| 6170.1  | Transitional Kindergarten                      |
| 6171    | Title I Programs                               |
| 6171    | Title I Programs                               |
| 6172    | Gifted And Talented Student Program            |
| 6172    | Gifted And Talented Student Program            |
| 6173    | Education For Homeless Children                |
| 6173    | Education For Homeless Children                |
| 6173    | Education For Homeless Children                |
| 6173    | Education For Homeless Children                |
| 6173.1  | Education For Foster Youth                     |
| 6173.1  | Education For Foster Youth                     |
| 6173.2  | Education Of Children Of Military Families     |
| 6173.2  | Education Of Children Of Military Families     |
| 6175    | Migrant Education Program                      |
| 6175    | Migrant Education Program                      |
| 6190    | Evaluation Of The Instructional Program        |

**Bylaw 9322: Agenda/Meeting Materials**

**Status:** ADOPTED

Original Adopted Date: 03/01/2008 | Last Revised Date: 03 06/01/2022 2023 | Last Reviewed Date: 03 06/01/2022 2023

**Agenda Content**

Governing Board meeting agendas shall reflect the district's vision and goals and the Board's focus on student learning and well-being.

Each agenda shall state the meeting time and location and shall briefly describe each item to be transacted or discussed, including items to be discussed in closed session. (Government Code 54954.2)

The agenda shall provide members of the public the opportunity to address the Board on any agenda item before or during the Board's consideration of the item. ~~However, the~~ The agenda for a regular meeting shall also provide members of the public an opportunity to address the Board regarding matters within the subject matter jurisdiction of the Board which are not on the agenda. (Education Code 35145.5; Government Code 54954.3)

The agenda does not need ~~not~~ to provide an opportunity for public comment ~~when the agenda on~~ an item that has previously been considered at an open meeting by a committee comprised exclusively of Board members, provided that members of the public were afforded an opportunity to comment on the item, before or during the committee's consideration of the item, and the item has not been substantially changed since the committee considered it. ~~(Government Code 54954.3)~~

~~The agenda for a regular Board meeting shall also provide members of the public an opportunity to provide comment on matters which are not on the agenda but which are within the subject matter jurisdiction of the Board. (Education Code 35145.5; (Government Code 54954.3)~~

~~The notice and agenda shall describe the means available for the public to access the meeting and provide public comment in-person and, if a Board member is appearing remotely due to an emergency circumstance or for just cause pursuant to Government Code 54953, through an internet-based service or call-in option. (Government Code 54953)~~

~~Each agenda for a regular meeting shall list the address designated by the Superintendent or designee for public inspection of documents related to n open session item that have been distributed to the Board less than 72 hours before the meeting. (Government Code 54957.5)~~

The agenda shall include information regarding how, when, and to whom a request for disability-related accommodations or modifications, including auxiliary aids and services, may be made by an individual who requires accommodations or modifications in order to participate in the Board meeting, ~~as well as the procedure for receiving and resolving such requests as required by law.~~ (Government Code 54954.2, 54953)

Each agenda for a regular meeting shall list the address designated by the Superintendent or designee for public inspection of documents related to an open session item, or for records of a statement threatening litigation against the district to be discussed in closed session, when such documents have been distributed to the Board less than 72 hours before the meeting. (Government Code 54956.9, 54957.5)

Each agenda shall include a statement regarding the option for students and parents/guardians to request that directory information or personal information of the student or parent/guardian, as defined in Education Code 49061 and/or 49073.2, be excluded from the minutes. The agenda shall also state that the request must be made in writing to the secretary or clerk of the Board.

### Agenda Preparation

The Board president and the Superintendent, as secretary to the Board, shall work together to develop the agenda for each regular and special meeting.

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request from a member of the public is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information, and if so, respond accordingly.

If the Board president and Superintendent deny a request from a Board member to place an item on the agenda, the Board member may request the Board to take action during a Board meeting to determine whether the item shall be placed on the agenda.

The Board president and Superintendent shall also decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote or an information item that does not require immediate action, and when the item is placed on the agenda.

In order to promote efficient meetings, the Board may bundle a number of items and act upon them together by a single vote through the use of a consent agenda. Consent items shall be items of a routine nature and items for which Board discussion is not anticipated and for which the Superintendent recommends approval. When any Board member requests the removal of an item from the consent agenda, the item shall be removed and given individual consideration for action as a regular separate agenda item.

The agenda shall provide an opportunity for members of the public to comment on any consent agenda item unless such item has been previously considered at an open meeting of a committee comprised exclusively of Board members. (Government Code 54954.3)

Any Board action that involves borrowing \$100,000 or more shall be discussed, considered, and deliberated upon as a separate item of business on the meeting agenda. (Government Code 53635.7)

All public communications with the Board are subject to requirements of relevant Board policies and administrative regulations.

### **Agenda Dissemination to Board Members**

At least 72 hours before each regular meeting, each Board member shall be provided a copy of the agenda and agenda packet, including the Superintendent or designee's report; minutes to be approved; copies of communications; reports from committees, staff, and others; and other available supporting documents pertinent to the meeting.

When special meetings are called, Board members shall receive, at least 24 hours prior to the meeting, notice of the business to be transacted. (Government Code 54956)

Board members shall review agenda materials before each meeting. Individual members may confer directly with the Superintendent or designee to ask questions and/or request additional information on agenda items. However, a majority of Board members shall not, outside of a noticed meeting, directly or through intermediaries or electronic means discuss, deliberate, or take action on any matter within the subject matter jurisdiction of the Board.

### **Agenda Dissemination to Members of the Public**

Any agenda **Agenda** and related materials distributed to the Board shall be made available to the public upon request without delay. **Only** **However, only** those documents which are disclosable public records under the Public Records Act (PRA) and which relate to an agenda item scheduled for the open session portion of a regular **meeting or which contain a claim or written threat of litigation which will be discussed in closed session** shall be made available to the public. (Government Code **54956.9**, 54957.5)

At least 72 hours prior to a regular meeting, the agenda shall be posted at one or more locations freely accessible to members of the public. (Government Code 54954.2)

In addition, the Superintendent or designee shall post the agenda on the homepage of the district **web site website**. The posted agenda shall be accessible through a prominent direct link to the current agenda or to the district's agenda management platform in accordance with Government Code 54954.2. When the district utilizes an integrated agenda management platform, the link to that platform shall take the user directly to the **web site website** with the district's agendas, and the current agenda shall be the first available. (Government Code 54954.2)

If a **document writing** which relates to an open session agenda item **of** **or which contains a claim or written threat of litigation which will be discussed in closed session during** a regular Board meeting is distributed to the Board less than 72 hours prior to a meeting, the Superintendent or designee shall make the **document writing** available for public inspection at a designated location at the same time the document is distributed to all or a majority of the Board. **(Government Code 54957.5)**

**However, if the writing is distributed to at least a majority of the Board at a time when the designated location is closed to the public, this requirement may be satisfied by posting the writing on the district website if the following conditions are met: (Government Code 54957.5)**

- 1. An initial staff report or similar document containing an executive summary and any staff recommendations related to the agenda item is made available for public inspection at the**



designated location at least 72 hours before the meeting

2. The writing is immediately posted on the district's website in a position and manner that makes it clear that the writing relates to an agenda item for the upcoming meeting
3. The district lists the website address where such writings may be accessed on all Board meeting agendas
4. A physical copy of the document is made available for public inspection at the designated location at the beginning of the next regular business hours, but not less than 24 hours before the relevant Board meeting

The Superintendent or designee shall mail a copy of the agenda or a copy of all the documents constituting the agenda packet to any person who requests the items. The materials shall be mailed at the time the agenda is posted or upon distribution of the agenda to a majority of the Board, whichever occurs first. (Government Code 54954.1)

The Superintendent or designee shall email a copy of, or a ~~web site~~ website link to, the agenda or a copy of all the documents constituting the agenda packet to any person who requests such items to be delivered by email. If the Superintendent or designee determines that it is technologically infeasible to do so, a copy of the agenda or a ~~web site~~ website link to the agenda and a copy of all other documents constituting the agenda packet shall be sent to the person who has made the request in accordance with mailing requirements specified in law. (Government Code 54954.1)

Any request for mailed copies of agendas or agenda packets shall be in writing and shall be valid for the calendar year in which it is filed. Written requests must be renewed following January 1 of each year. (Government Code 54954.1)

Persons requesting mailing of the agenda or agenda packet shall pay an annual fee, as determined by the Superintendent or designee, not to exceed the cost of providing the service.

Any document prepared by the district or Board and distributed during a public meeting shall be made available for public inspection at the meeting. Any document prepared by another person shall be made available for public inspection after the meeting. These requirements shall not apply to a document that is exempt from public disclosure under the PRA. (Government Code 54957.5)

Upon request, the Superintendent or designee shall make the agenda, agenda packet, and/or any writings distributed at the meeting available in appropriate alternative formats to persons with a disability, as required by the Americans with Disabilities Act. (Government Code 54954.1)

---

**Policy Reference Disclaimer:**

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

| <b>State</b>     | <b>Description</b>                           |
|------------------|--|
| Ed. Code 35144   | Special meeting                              |
| Ed. Code 35145   | Public meetings                              |
| Ed. Code 35145.5 | Agenda; public participation and regulations |
| Ed. Code 49061   | Definitions; directory information           |

|                                 |   |
|---------------------------------|---|
| Ed. Code 49073.2                | Privacy of student and parent/guardian personal information; minutes of board meeting             |
| Gov. Code 53635.7               | Separate item of business for borrowing of \$100,000 or more                                      |
| <b>Gov. Code 54953</b>          | <b>Meetings; Americans with Disabilities Act accessibility</b>                                    |
| Gov. Code 54954.1               | Request for copy of agenda or agenda packet by member of public                                   |
| Gov. Code 54954.2               | Agenda posting requirements; board actions  |
| Gov. Code 54954.3               | Opportunity for public to address legislative body  |
| Gov. Code 54954.5               | Closed session item descriptions  |
| Gov. Code 54956.5               | Emergency meetings  |
| <b>Gov. Code 54956.9</b>        | <b>Meetings</b>   |
| Gov. Code 54957.5               | Public records  |
| Gov. Code 54960.2               | Challenging board actions; cease and desist   |
| Gov. Code 7920.000-7930.170 215 | California Public Records Act   |
| Gov. Code 95000-95004           | California Early Intervention Services Act  |
| <b>Federal</b>                  | <b>Description</b>  |
| 28 CFR 35.160                   | Effective communications for individuals with disabilities  |
| 28 CFR 36.303                   | Nondiscrimination on the basis of disability, public accommodations, auxiliary aids, and services |
| 42 USC 12101-12213              | Americans with Disabilities Act   |
| <b>Management Resources</b>     | <b>Description</b>  |
| Attorney General Opinion        | 99 Ops. Cal. Atty. Gen. 11 (2016)   |
| Attorney General Opinion        | 78 Ops.Cal.Atty.Gen. 327 (1995)   |
| Attorney General Publication    | The Brown Act: Open Meetings for Legislative Bodies, rev. 2003                                    |
| <b>Court Decision</b>           | <b>Sierra Watch v. County of Placer (2022) 69 Cal.App.5th 86</b>                                  |
| <b>Court Decision</b>           | <b>Fowler v. City of Lafayette (2020) 45 Cal.App.5th 68</b>                                       |
| Court Decision                  | Caldwell v. Roseville Joint Union High School District (2007)<br>U.S. Dist. LEXIS 66318           |
| Court Decision                  | Mooney v. Garcia (2012) 207 Cal.App.4th 229   |
| CSBA Publication                | The Brown Act: School Boards and Open Meeting Laws, rev. 2019                                     |
| CSBA Publication                | Call to Order: A Blueprint for Great Board Meetings, 2018   |
| Website                         | <a href="#">CSBA District and County Office of Education Legal Services</a>                       |
| Website                         | <a href="#">California Attorney General's Office</a>  |
| Website                         | <a href="#">CSBA</a>  |

## Cross References

| <b>Code</b> | <b>Description</b>  |
|-------------|---|
| 0000        | Vision  |
| 0200        | Goals For The School District                                 |
| 0410        | Nondiscrimination In District Programs And Activities         |
| 1100        | Communication With The Public                                 |
| 1112        | Media Relations   |
| 1113        | District And School Websites                                  |
| 1113        | District And School Websites                                  |
| 1113        | District And School Websites                                  |
| 1312.1      | Complaints Concerning District Employees                      |
| 1312.1      | Complaints Concerning District Employees                      |
| 1312.2      | Complaints Concerning Instructional Materials                 |
| 1312.2      | Complaints Concerning Instructional Materials                 |
| 1312.2      | Complaints Concerning Instructional Materials                 |
| 1312.3      | Uniform Complaint Procedures                                  |
| 1312.3      | Uniform Complaint Procedures                                  |
| 1312.3      | Uniform Complaint Procedures                                  |
| 1312.3      | Uniform Complaint Procedures                                  |
| 1312.4      | Williams Uniform Complaint Procedures                         |
| 1312.4      | Williams Uniform Complaint Procedures                         |
| 1312.4      | Williams Uniform Complaint Procedures                         |
| 1340        | Access To District Records                                    |
| 1340        | Access To District Records                                    |
| 1400        | Relations Between Other Governmental Agencies And The Schools |
| 2210        | Administrative Discretion Regarding Board Policy              |
| 3100        | Budget  |
| 3100        | Budget  |
| 3312        | Contracts   |
| 3320        | Claims And Actions Against The District                       |
| 3320        | Claims And Actions Against The District                       |
| 3460        | Financial Reports And Accountability                          |

|        |   |
|--------|---|
| 3460   | Financial Reports And Accountability                |
| 4312.1 | Contracts   |
| 5144.1 | Suspension And Expulsion/Due Process                |
| 5144.1 | Suspension And Expulsion/Due Process                |
| 6161.1 | Selection And Evaluation Of Instructional Materials |
| 6161.1 | Selection And Evaluation Of Instructional Materials |
| 6161.1 | Selection And Evaluation Of Instructional Materials |
| 9012   | Board Member Electronic Communications              |
| 9121   | President   |
| 9122   | Secretary   |
| 9130   | Board Committees                                    |
| 9150   | Student Board Members                               |
| 9200   | Limits Of Board Member Authority                    |
| 9310   | Board Policies                                      |
| 9320   | Meetings And Notices                                |
| 9321   | Closed Session                                      |
| 9321   | Closed Session                                      |
| 9321   | Closed Session                                      |
| 9323   | Meeting Conduct                                     |
| 9323.2 | Actions By The Board                                |
| 9323.2 | Actions By The Board                                |
| 9323.2 | Actions By The Board                                |
| 9324   | Minutes And Recordings                              |

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Overnight Field Trip Request: Harbor and Soquel High Athletics

**MEETING DATE:** September 6, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Education Services

**THROUGH:** Kris Munro, Superintendent

### **RECOMMENDATION:**

Approve the overnight field trip request for the Harbor High School Varsity Boys Water Polo Team to Morro Bay from September 8<sup>th</sup> to September 9<sup>th</sup> and the Soquel High Girls Golf Team to Clovis, CA from September 22<sup>nd</sup> to September 23<sup>rd</sup>.

Ratify the overnight field trip request for the Harbor High School Varsity Girls Volleyball Team to Morro Bay from August 25<sup>th</sup> to August 26<sup>th</sup>.

### **BACKGROUND:**

The Harbor High School Boys Varsity Water Polo Team plans to take a trip to Morro Bay for a non-league tournament. The team plans to travel to Morro Bay from September 8<sup>th</sup> to September 9<sup>th</sup>. The students will be playing three to four matches throughout the weekend and intend to do some team bonding activities.

The Soquel High Girls Golf Team plans to take a trip to Clovis to play against Clovis North on September 22<sup>nd</sup> and Clovis High on September 23<sup>rd</sup>.

The Harbor High Girls Volleyball Team traveled to Morro Bay to participate in the “Rumble at the Rock” tournament from August 25<sup>th</sup> to August 26<sup>th</sup>. The students played matches and participated in team bonding activities.

### **FISCAL IMPACT:**

The estimated cost of travel, hotels, team dinners and the tournament registration fee for the HH Boys Varsity Water Polo Team is \$2000 paid through the ASB Water Polo donations account (Restricted)

The estimated cost of travel, hotels and team dinners for the Soquel High Girls Golf Team is \$1500 paid through the Girls Water Polo donations account (Restricted)

**AGENDA ITEM:**

**8.x.x.x**

The estimated cost of travel, hotels, team dinners and the tournament registration fee for the HH Varsity Girls Volleyball Team is \$2000 paid through the ASB Girls Volleyball donations account (Restricted)

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

**AGENDA ITEM:**

**8.x.x.x**

Harbor High School  
Boys Water Polo Tournament Trip to Morro Bay  
Travel Itinerary

**Dates: Friday, September 8<sup>th</sup> – Saturday, September 9th**

**Chaperone: Chris Iniguez & Parents**

**Location: Morro Bay, California**

*Friday, September 8th*

8:00 AM - Leave Santa Cruz

12:00 PM – Estimated arrival in Morro Bay

4:00 PM – Tournament Play Begins

*Saturday, September 9th*

8:00 AM – Tournament Play Resumes (Schedule TBA)

6:00 PM – Team Dinner

Soquel High School  
Girls Golf Trip to Clovis  
Travel Itinerary

**Dates: Friday, September 22<sup>nd</sup> – Saturday, September 23<sup>rd</sup>**

**Chaperone: Head Coach, Ryan Chapatte**

**Location: Clovis, CA**

*Friday, September 22<sup>nd</sup>*

1:00 PM - Leave Santa Cruz

4:00 PM – Estimated arrival in Clovis

5:00 PM – Game VS. Clovis North High School

Check into hotel after game

*Saturday, September 23<sup>rd</sup>*

10:00 AM – Game VS. Clovis High School

Depart Clovis after game



Harbor High School  
Varsity Girls Volleyball Tournament Trip to Morro Bay  
Travel Itinerary

**Dates: Friday, August 25<sup>th</sup> – Saturday, August 26<sup>th</sup>**  
**Chaperone: Matthew Schutz, Alex York, Kendall Ronzano**  
**Location: Morro Bay, California**

*Friday, August 25<sup>th</sup>*

11:00 AM - Leave Santa Cruz  
2:00 PM – Estimated arrival in Morro Bay  
5:00 PM – Tournament Play Begins

*Saturday, August 26<sup>th</sup>*

8:00 AM – Tournament Play Resumes (Schedule TBA)  
6:00 PM – Team Dinner

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Purchase Orders, Bids, and Quotes

**MEETING DATE:** September 6, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

### **RECOMMENDATION:**

Approve the purchase orders, bids, and quotes from August 1, 2023 through August 29, 2023.

### **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 \$109,300 for contracted work other than Public Works Projects and \$60,000 to \$109,300 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 \$109,300 and over, or for materials and supplies in the sum of \$109,300 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 process occurs for Public Works projects over \$200,000 (PCC 20117(B), 20651(B)). Bids are

**AGENDA ITEM: 8.3.2.1**

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 08/01/2023 - 08/29/2023

| PO Number  | Vendor Name         | Requisition Information                            | Ord Loc | Req Fund | Resource Description | Req Fund Order Amt |
|------------|---------------------|--|---------|----------|----------------------|--------------------|
| PO24-00588 | COAST PAPER & SUPPL | Custodian Supplies 2024                            | GAEL    | 01       | NO REPORTING RI      | 3,000.00           |
| PO24-00609 | SAN JOAQUIN COE     | 23-24 EdJoin Renewal                               | HR      | 01       | NO REPORTING RI      | 802.75             |
| PO24-00610 | COMMUNITY PRINTERS  | OPEN ORDER FOR PRINTING SERVICES                   | BUSN    | 01       | NO REPORTING RI      | 200.00             |
| PO24-00611 | SCHOOL FOR SOUND FI | Membership Year July 1,2023-June 30, 2024          | BUSN    | 01       | NO REPORTING RI      | 4,000.00           |
| PO24-00612 | SCHOOL OUTFITTERS   | SDC/TK Tables and Chairs                           | SPED    | 01       | UNIV PRE-K PLAN      | 3,638.89           |
| PO24-00613 | OBAFEMI AYANBADEJO  | PREPAY - Keynote Speaker / CSA                     | SCHS    | 01       | NO REPORTING RI      | 5,000.00           |
| PO24-00614 | COAST PAPER & SUPPL | Open PO for custodial supplies                     | MHMS    | 01       | NO REPORTING RI      | 5,000.00           |
| PO24-00615 | BSN SPORTS LLC      | Fall PE Uniforms                                   | SCHS    | 01       | NO REPORTING RI      | 5,382.67           |
| PO24-00616 | CINTAS CORPORATIONS | OPEN ORDER-CUSTODIAL SERVICES/LAUNDERING           | SQHS    | 01       | NO REPORTING RI      | 2,000.00           |
| PO24-00617 | AMAZON CAPITAL SERV | CHS Books Open PO                                  | BSS     | 01       | LOTTERY:INSTRUC      | 500.00             |
| PO24-00618 | TEXTBOOK WAREHOUSE  | CFP- BOOKS   | SQHS    | 01       | LOTTERY:INSTRUC      | 296.75             |
| PO24-00619 | FLINN SCIENTIFIC IN | CFP - RATS   | SQHS    | 01       | LOTTERY:INSTRUC      | 121.92             |
| PO24-00620 | Scientific Notebook | NOTEBOOKS WITH SOQUEL EMBOSING                     | SQHS    | 01       | Measure T            | 1,091.93           |
| PO24-00621 | GROWING UP IN SANTA | Marketing in Growing Up SC                         | SUPT    | 01       | NO REPORTING RI      | 590.00             |
| PO24-00622 | CDW GOVERNMENT INC. | Viewsonic Monitors                                 | IT      | 01       | NO REPORTING RI      | 2,027.96           |
| PO24-00623 | AMPLIFIED IT LLC    | Googe Voice Fees for June                          | IT      | 01       | NO REPORTING RI      | 2,081.28           |
| PO24-00624 | AMAZON CAPITAL SERV | Open PO for Office Supplies                        | SCHS    | 01       | NO REPORTING RI      | 1,000.00           |
| PO24-00625 | AMAZON CAPITAL SERV | Open PO for Classroom Supplies                     | SCHS    | 01       | NO REPORTING RI      | 4,000.00           |
| PO24-00626 | HENRY SCHEIN INC    | Athletic Training Supplies                         | HHS     | 01       | Measure T            | 3,535.19           |
| PO24-00627 | PPD MULTIMEDIA      | Banners  | HHS     | 01       | NO REPORTING RI      | 343.05             |
| PO24-00628 | BSN SPORTS LLC      | Flag Football Uniforms                             | HHS     | 01       | Measure T            | 2,666.20           |
| PO24-00629 | AMAZON CAPITAL SERV | Open PO for Office Supplies OLA                    | CURR    | 01       | NO REPORTING RI      | 500.00             |
| PO24-00630 | SPROUTS SC          | MONARCH ELOP SPROUTS AFTER SCHOOL PROGRAM          | FIN     | 01       | ELO-P                | 97,000.00          |
| PO24-00631 | DIAMOND RANCH ACADE | Residential Placement 2023-24 SY                   | SPED    | 01       | SE:STATE LOCAL       | 8,814.81           |
| PO24-00632 | EASTER SEALS CENTRA | 23/24 ES-NPA: REG YR IEP MANDATED SRVCS            | SPED    | 01       | SE:STATE LOCAL       | 196,086.15         |
| PO24-00633 | COAST PAPER & SUPPL | OPEN ORDER FOR CUSTODIAL SUPPLIES                  | SQHS    | 01       | NO REPORTING RI      | 12,000.00          |
| PO24-00634 | T-MOBILE/972412038  | T-MOBILE HOT SPOTS                                 | IT      | 01       | NO REPORTING RI      | 30,000.00          |
| PO24-00635 | T-MOBILE/972412038  | CELL PHONE BILL, FLIP PHONES AND CRADLE PTS        | IT      | 01       | NO REPORTING RI      | 10,710.00          |
| PO24-00636 | DATAFINCH TECHNOLOG | PIZZ: 23-24 DIST-WIDE CATALYST LICENSE SUB.RENEWAL | SPED    | 01       | SE:STATE LOCAL       | 6,017.04           |
| PO24-00637 | PACIFIC MATERIAL HA | OPEN PO FOR REPAIRS TO FORKLIFT                    | M&O     | 01       | ONGOING & MAJO       | 3,000.00           |
| PO24-00638 | RECURRENT TECHNOLOI | OPEN PO FOR IT SUPPLIES                            | M&O     | 01       | ONGOING & MAJO       | 3,000.00           |
| PO24-00639 | DONALD C URFER & AS | OPEN PO FOR CIVIL AND STRUCTURAL ENGINEER REPORTS. | M&O     | 01       | ONGOING & MAJO       | 3,000.00           |
| PO24-00640 | PHIL ALLEGRI ELECTR | OPEN PO FOR ELECTRICAL REPAIRS                     | M&O     | 01       | ONGOING & MAJO       | 3,000.00           |

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Description

Includes Purchase Orders dated 08/01/2023 - 08/29/2023

| PO Number  | Vendor Name         | Requisition Information                        | Ord Loc | Req Fund | Resource Description | Req Fund Order Amt |
|------------|---------------------|--|---------|----------|----------------------|--------------------|
| PO24-00641 | AMAZON CAPITAL SERV | TOOLS FOR JORGE VALDEZ (PLUMBER)               | M&O     | 01       | ONGOING & MAJO       | 1,425.69           |
| PO24-00642 | BENCHMARK EDUCATION | TKTeacher Resource Box for WL and BV           | CURR    | 01       | LOTTERY:INSTRU       | 1,158.05           |
| PO24-00643 | SC SYSTEMS          | MHMS ENVELOPE FA DUCT DETECTORS                | M&O     | 21       | Bond A Secondar      | 1,900.00           |
| PO24-00644 | AMAZON CAPITAL SERV | Supplies for Art Class                         | BMS     | 01       | NO REPORTING RI      | 1,000.00           |
| PO24-00645 | CHARLES J BECKER &  | TK Supplies                                    | WHWL    | 01       | UNIV PRE-K PLAN      | 1,364.24           |
| PO24-00646 | FRONTLINE EDUCATION | Poly Labels for Asset Tagging                  | IT      | 01       | NO REPORTING RI      | 1,933.73           |
| PO24-00647 | PHOENIX GROUP INFO  | Parking, Leadership, K. Munro                  | BUSN    | 01       | NO REPORTING RI      | 40.00              |
| PO24-00648 | PHOENIX GROUP INFO  | Parking, Leadership, K. Dickson                | BUSN    | 01       | NO REPORTING RI      | 40.00              |
| PO24-00649 | CDW GOVERNMENT INC. | Printer and Cartridges                         | TRAN    | 01       | TRANSPORT:HOM        | 720.79             |
| PO24-00650 | ANIXTER INC         | MHMS DOOR HARDWARE                             | M&O     | 21       | Bond A Secondar      | 65,058.36          |
| PO24-00651 | FUTURE FLOORING GRO | MHMS FLOORING REPLACEMENT                      | M&O     | 21       | Bond A Secondar      | 8,378.00           |
| PO24-00652 | CDW GOVERNMENT INC. | CFP: Viewsonic Viewboards                      | IT      | 01       | NO REPORTING RI      | 14,778.75          |
| PO24-00653 | AMAZON CAPITAL SERV | Spanish Books                                  | HHS     | 01       | NO REPORTING RI      | 92.32              |
| PO24-00654 | AMAZON CAPITAL SERV | Teacher Binders                                | HHS     | 01       | NO REPORTING RI      | 139.80             |
| PO24-00655 | SCHOOL SERVICES OF  | webinar registration for 2 people              | BUSN    | 01       | NO REPORTING RI      | 630.00             |
| PO24-00656 | AMAZON CAPITAL SERV | Classroom Supplies                             | HHS     | 01       | Measure T            | 180.64             |
| PO24-00657 | BYD COACH AND BUS L | Electric Bus                                   | TRAN    | 01       | TRANSPORT:HOM        | .00                |
| PO24-00658 | NASCO               | CTE Notebooks                                  | BMS     | 01       | CAREER TECHNIC       | 250.00             |
| PO24-00659 | FOLLETT CONTENT SOL | Books-Class Set CFP- 22/23 Invoice             | BMS     | 01       | NO REPORTING RI      | 2,767.50           |
| PO24-00660 | GAMEBREAKER INC.    | Football uniforms                              | HHS     | 01       | Measure T            | 6,466.29           |
| PO24-00661 | SAN JOAQUIN COE     | Edjoin 2023-2024 fees                          | PERC    | 01       | NO REPORTING RI      | 802.75             |
| PO24-00662 | APPLE COMPUTER INC  | Ipads, keyboard cover & licenses for BV        | BVEL    | 01       | LCFF SUPP FUNDI      | 2,193.81           |
| PO24-00663 | AMAZON CAPITAL SERV | Social Studies Classroom Supplies              | HHS     | 01       | LCFF SUPP FUNDI      | 450.70             |
| PO24-00664 | LISA MUIRHEAD       | Reader's Workshop Prof Development for Monarch | CURR    | 01       | ESEA:STDNT SUPP      | 1,000.00           |
| PO24-00665 | AMAZON CAPITAL SERV | Classroom Supplies                             | HHS     | 01       | BAS GNT LOW-INC      | 2,834.05           |
| PO24-00666 | STAPLES ADVANTAGE   | CFP copy paper Inv.3530056358                  | BSS     | 01       | NO REPORTING RI      | 968.83             |
| PO24-00667 | WORTHINGTON DIRECT  | Furniture for Expanded TK Rooms                | BVEL    | 25       | OTHER RESTRICT       | 18,552.53          |
| PO24-00668 | AMAZON CAPITAL SERV | Furniture for Expanded TK Rooms                | BVEL    | 25       | OTHER RESTRICT       | 6,857.41           |
| PO24-00669 | BYD COACH AND BUS L | Electric School Bus                            | TRAN    | 01       | TRANSPORT:HOM        | 17,015.38          |
| PO24-00670 | AMAZON CAPITAL SERV | Office Supplies                                | HHS     | 01       | NO REPORTING RI      | 307.11             |
| PO24-00671 | OFFICE DEPOT        | Open PO for Paper                              | SCHS    | 01       | NO REPORTING RI      | 2,000.00           |
| PO24-00672 | OLIVE SPRINGS QUARR | OPEN PO FOR MATERIALS/SUPPLIES                 | M&O     | 01       | ONGOING & MAJO       | 500.00             |
| PO24-00673 | AMAZON CAPITAL SERV | Classroom supplies for TK                      | WHWL    | 01       | UNIV PRE-K PLAN      | 133.18             |
| PO24-00674 | OFFICE DEPOT        | open PO for office supplies                    | MHMS    | 01       | NO REPORTING RI      | 1,500.00           |
| PO24-00675 | COMMUNITY PRINTERS  | businesss cards for the front office           | MHMS    | 01       | NO REPORTING RI      | 100.00             |
| PO24-00676 | CENTRAL DRUG SYSTEM | DISA Tustin 2023-24 Annual Renewal             | HR      | 01       | NO REPORTING RI      | 1,485.00           |
| PO24-00677 | AMAZON CAPITAL SERV | Speech Supplies                                | WLEL    | 01       | SE:STATE LOCAL       | 192.87             |
| PO24-00678 | AMAZON CAPITAL SERV | PBIS supplies                                  | WLEL    | 01       | NO REPORTING RI      | 459.37             |

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Description

Includes Purchase Orders dated 08/01/2023 - 08/29/2023

| PO Number  | Vendor Name         | Requisition Information                    | Ordr Loc | Req Fund | Resource Description | Req Fund Order Amt |
|------------|---------------------|--|----------|----------|----------------------|--------------------|
| PO24-00679 | AMAZON CAPITAL SERV | Band Supplies                              | HHS      | 01       | Measure T            | 596.30             |
| PO24-00680 | WPS                 | WPS Psych Order 2023-24                    | SPED     | 01       | SE:STATE LOCAL       | 453.15             |
| PO24-00681 | SCHOOL SERVICES OF  | School Services TK Webinar                 | HR       | 01       | UNIV PRE-K PLAN      | 125.00             |
| PO24-00682 | LAKESHORE LEARNING  | TK classroom supplies                      | WLEL     | 01       | UNIV PRE-K PLAN      | 620.01             |
| PO24-00683 | LEARNING WITHOUT TE | TK classroom Supplies                      | WLEL     | 01       | UNIV PRE-K PLAN      | 314.10             |
| PO24-00684 | AMAZON CAPITAL SERV | TK classroom supplies                      | WLEL     | 01       | UNIV PRE-K PLAN      | 763.94             |
| PO24-00685 | LAKESHORE LEARNING  | TK classroom supplies                      | WLEL     | 01       | UNIV PRE-K PLAN      | 34.95              |
| PO24-00686 | KAPLAN EARLY LEARNI | TK classroom supplies                      | WLEL     | 01       | UNIV PRE-K PLAN      | 110.40             |
| PO24-00687 | CHARLES J BECKER &  | TK classroom supplies                      | WLEL     | 01       | UNIV PRE-K PLAN      | 2,379.97           |
| PO24-00688 | AMAZON CAPITAL SERV | Replacement Speakers for Classroom         | BMS      | 01       | NO REPORTING RI      | 254.00             |
| PO24-00689 | STEVE WEISS MUSIC I | CFP-MUSIC                                  | SQHS     | 01       | Measure T            | 852.15             |
| PO24-00690 | CLAY PLANET         | KILN SUPPLIES                              | SQHS     | 01       | Measure T            | 2,418.36           |
| PO24-00691 | SCHOOL SERVICES OF  | Attendance Accounting & Instructional Time | BUSN     | 01       | NO REPORTING RI      | 275.00             |
| PO24-00692 | ADAFRUIT INDUSTRIES | Computer Science Discoveries curriculum    | MHMS     | 01       | LOTTERY:INSTRU       | 399.25             |
| PO24-00693 | STAPLES ADVANTAGE   | open PO for paper for classrooms           | MHMS     | 01       | NO REPORTING RI      | 5,000.00           |
| PO24-00694 | ARBITERPAY TRUST AC | SPORTS FEES AND REFS                       | FIN      | 01       | Measure T            | 72,000.00          |
| PO24-00695 | MCGRAW HILL EDUCATI | Quote #64687840. Supplemental books        | BSS      | 01       | LOTTERY:INSTRU       | 1,630.71           |
| PO24-00696 | APPLE COMPUTER INC  | MacBook replacement for CTE TOSA           | CURR     | 01       | CAREER TECHNIC       | 1,993.91           |
| PO24-00697 | SAVVAS LEARNING COM | TEXTBOOKS                                  | SQHS     | 01       | LOTTERY:INSTRU       | 2,265.50           |
| PO24-00698 | AMAZON.COM          | TPP work based learning- Clothing          | TRNH     | 01       | REHAB:WORKABIL       | 800.00             |
| PO24-00699 | STAPLES ADVANTAGE   | Office Supplies                            | TRNH     | 01       | SE:PROJECT WOR       | 300.00             |
| PO24-00700 | AMAZON CAPITAL SERV | office supplies                            | TRNH     | 01       | SE:PROJECT WOR       | 1,000.00           |
| PO24-00701 | PALACE BUSINESS SOL | Office Supplies                            | TRNH     | 01       | SE:PROJECT WOR       | 400.00             |
| PO24-00702 | DOCUMENT TRACKING S | LCAP Translation Overage                   | EDSV     | 01       | NO REPORTING RI      | 612.50             |
| PO24-00703 | UBEO WEST, LLC DBA  | LASERFICHE ANNUAL RENEWAL                  | FIN      | 01       | NO REPORTING RI      | 2,212.50           |
| PO24-00704 | UBEO WEST, LLC DBA  | STAPLES FOR COPIERS                        | FIN      | 01       | NO REPORTING RI      | 4,000.00           |
| PO24-00705 | CANON FINANCIAL SER | 23-24 COPIER LEASE PAYMENTS                | FIN      | 01       | NO REPORTING RI      | 100,645.48         |
| PO24-00706 | THE HARTFORD LTD AT | The Hartford Disability FY 23/24           | BUSN     | 01       |                      | 55,000.00          |
| PO24-00707 | SOFTCHOICE CORPORAT | Microsoft Licenses                         | IT       | 01       | NO REPORTING RI      | 43,599.43          |
| PO24-00708 | UBEO WEST, LLC DBA  | ANNUAL COPIER MAINTENANCE                  | FIN      | 01       | NO REPORTING RI      | 84,000.00          |
| PO24-00709 | CDW GOVERNMENT INC. | CFP: SpEd OtterBox iPad Cases              | SPED     | 01       | SE:STATE LOCAL       | 1,309.08           |
| PO24-00710 | JW PEPPER & SON INC | Music                                      | HHS      | 01       | Measure T            | 437.00             |
| PO24-00711 | OVERHEAD DOOR COMP, | WAREHOUSE DOOR REPAIR                      | M&O      | 01       | ONGOING & MAJO       | 295.00             |
| PO24-00712 | AMAZON CAPITAL SERV | Open PO for Classroom Supplies             | SCHS     | 01       | NO REPORTING RI      | 600.00             |
| PO24-00713 | UBEO WEST, LLC DBA  | XMEDIUS CLOUD FAX SOFTWARE                 | FIN      | 01       | NO REPORTING RI      | 2,540.00           |
| PO24-00714 | US BANK             | ADMIN FEES FOR QSCB                        | BUSN     | 01       | NO REPORTING RI      | 2,491.50           |
| PO24-00715 | CDW GOVERNMENT INC. | Quote 1CBZMN3                              | STUS     | 01       | NO REPORTING RI      | 475.63             |
| PO24-00716 | COMMUNITY PRINTERS  | Business Cards                             | STUS     | 01       | NO REPORTING RI      | 131.10             |
| PO24-00717 | VALLEY BUSINESS MAC | CALCULATORS                                | SQHS     | 01       | LOTTERY:INSTRU       | 1,933.03           |

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Description

Includes Purchase Orders dated 08/01/2023 - 08/29/2023

| PO Number  | Vendor Name         | Requisition Information                           | Ord Loc | Req Fund | Resource Description | Req Fund Order Amt |
|------------|---------------------|---|---------|----------|----------------------|--------------------|
| PO24-00718 | CDW GOVERNMENT INC. | Headsets for Reading Intervention at MH           | CURR    | 01       | NO REPORTING RI      | 876.73             |
| PO24-00719 | AMAZON CAPITAL SERV | Macbeth   | SCHS    | 01       | LOTTERY:INSTRU       | 1,336.40           |
| PO24-00720 | CDW GOVERNMENT INC. | Keyboards/Mice for SCHS CTE Lab Replacement       | CURR    | 01       | CAREER TECHNIC       | 846.20             |
| PO24-00721 | FOLLETT CONTENT SOL | IB Chemistry Books                                | HHS     | 01       | LOTTERY:INSTRU       | 2,279.41           |
| PO24-00722 | BIORAD LABORATORIES | Science Kits                                      | SCHS    | 01       | LOTTERY:INSTRU       | 414.70             |
| PO24-00723 | EMBI TEC            | Science Kits                                      | SCHS    | 01       | LOTTERY:INSTRU       | 168.36             |
| PO24-00724 | CDW GOVERNMENT INC. | Monitors for CTE Lab Replacement at SCHS          | CURR    | 01       | CAREER TECHNIC       | 7,883.56           |
| PO24-00725 | AMAZON CAPITAL SERV | Social Studies Books                              | SCHS    | 01       | LOTTERY:INSTRU       | 496.79             |
| PO24-00726 | COMPLETE MAILING SE | Math Academy Workbooks                            | SCHS    | 01       | LOTTERY:INSTRU       | 3,420.00           |
| PO24-00727 | COMPLETE MAILING SE | Printing of Math Academy 2 Booklets               | SCHS    | 01       | LOTTERY:INSTRU       | 1,330.00           |
| PO24-00728 | SANTA CRUZ AUTO PAR | CFP - Auto Supplies                               | SCHS    | 01       | Measure T            | 859.05             |
| PO24-00729 | JW PEPPER & SON INC | Open PO for Sheet Music                           | SCHS    | 01       | LOTTERY:INSTRU       | 1,000.00           |
| PO24-00730 | JW PEPPER & SON INC | Open PO for Sheet Music                           | SCHS    | 01       | LOTTERY:INSTRU       | 2,500.00           |
| PO24-00731 | AMAZON CAPITAL SERV | Pracice of Statistics                             | HHS     | 01       | LOTTERY:INSTRU       | 5,276.45           |
| PO24-00732 | BELLI ARCHITECTURAL | TRANSPORTATION EV CHARGING                        | M&O     | 21       | Bond A Secondar      | 5,047.89           |
| PO24-00733 | FACILISERV INC      | B40M - DELIVER & INSTALL WALL MOUNTED BACK BOARD. | M&O     | 01       | OTHER RESTRICT       | 9,127.41           |
| PO24-00734 | ACCO-WILSON INC DBA | SQHS - REPAIR GATE VALVE MPR BUILDING             | M&O     | 01       | ONGOING & MAJO       | 5,481.00           |
| PO24-00735 | LOZANO SMITH LLP    | 23-24 Lozano Legal Services                       | SUPT    | 01       | NO REPORTING RI      | 70,000.00          |
| PO24-00736 | WAXIE SANITARY SUPP | OPEN PO FOR CUSTODIAL EQUIPMENT REPAIRS PER SITE  | M&O     | 01       | NO REPORTING RI      | 14,100.00          |
| PO24-00737 | RIDDELL ALL AMERICA | Football Reconditioning                           | SCHS    | 01       | NO REPORTING RI      | 7,500.00           |
| PO24-00738 | HOME DEPOT INC      | OPEN PO FOR CUSTODIAL SUPPLIES FOR ALL SITES      | M&O     | 01       | NO REPORTING RI      | 5,000.00           |
| PO24-00739 | BSN SPORTS LLC      | CFP - Windscreen, Logos                           | SCHS    | 01       | Measure T            | 9,000.00           |
| PO24-00740 | MUSIC IN MOTION INC | DLV Music Supplies                                | DLEL    | 01       | NO REPORTING RI      | 191.19             |
| PO24-00741 | DISCOUNT SCHOOL SUP | TK instructional supplies                         | DLEL    | 01       | UNIV PRE-K PLAN      | 2,253.05           |
| PO24-00742 | VIOLATION PROCESSIN | OPEN ORDER TO COVER FAST TRACK PASSES             | TRAN    | 01       | TRANSPORT:HOM        | 100.00             |
| PO24-00743 | GRAY'S MUSICAL INST | OPEN PO for Instrument Repair BV                  | CURR    | 01       | Measure U            | 500.00             |
| PO24-00744 | GRAY'S MUSICAL INST | OPEN PO for Instrument Repair WL                  | CURR    | 01       | Measure U            | 500.00             |
| PO24-00745 | GRAY'S MUSICAL INST | OPEN PO for Instrument Repair GAEL                | CURR    | 01       | Measure U            | 500.00             |
| PO24-00746 | GRAY'S MUSICAL INST | OPEN PO for Instrument Repair DLV                 | CURR    | 01       | Measure U            | 500.00             |
| PO24-00747 | WOODWIND AND BRASSV | OPEN PO for Instrument Supplies BV                | CURR    | 01       | Measure U            | 500.00             |
| PO24-00748 | WOODWIND AND BRASSV | OPEN PO for Instrument Supplies WL                | CURR    | 01       | Measure U            | 500.00             |
| PO24-00749 | WOODWIND AND BRASSV | OPEN PO for Instrument Supplies GAEL              | CURR    | 01       | Measure U            | 500.00             |
| PO24-00750 | WOODWIND AND BRASSV | OPEN PO for Instrument Supplies DLV               | CURR    | 01       | Measure U            | 500.00             |
| PO24-00752 | COUNTY OF SANTA CRU | HEALTH DEPT PERMITS                               | DO      | 01       | ONGOING & MAJO       | 780.00             |
| PO24-00753 | AMAZON CAPITAL SERV | ASES Materials & Supplies                         | GAEL    | 01       | AFTER-SCHOOL E       | 1,000.00           |

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Description

Includes Purchase Orders dated 08/01/2023 - 08/29/2023

| PO Number  | Vendor Name         | Requisition Information                           | Ord Loc | Req Fund | Resource Description | Req Fund Order Amt |
|------------|---------------------|---|---------|----------|----------------------|--------------------|
| PO24-00754 | RENAISSANCE LEARNIN | 23-24 Star Basic Licenses for Holy Cross          | CURR    | 01       | ESEA:TEACHER Q       | 1,897.40           |
| PO24-00755 | AMAZON CAPITAL SERV | Social Studies Classroom Supplies                 | HHS     | 01       | BAS GNT LOW-INC      | 93.33              |
| PO24-00756 | AMAZON CAPITAL SERV | OPEN PBIS supplies                                | BSS     | 01       | NO REPORTING RI      | 500.00             |
| PO24-00757 | AMAZON CAPITAL SERV | Open PO for Office Supplies                       | HHS     | 01       | NO REPORTING RI      | 2,500.00           |
| PO24-00758 | ULINE               | Pylons  | HHS     | 01       | OTHER RESTRICT       | 705.13             |
| PO24-00759 | AMAZON CAPITAL SERV | Books for Molly                                   | HR      | 01       | OTHER RESTRICT       | 73.60              |
| PO24-00760 | PALACE BUSINESS SOL | Open PO for Art Supplies                          | HHS     | 01       | Measure T            | 500.00             |
| PO24-00761 | AMAZON CAPITAL SERV | Art supplies for art teacher Haylee Fox           | WLEL    | 01       | Measure U            | 1,000.00           |
| PO24-00762 | PHOENIX CERAMICS SU | Art Supplies for art teacher Haylet Fox           | WLEL    | 01       | Measure U            | 500.00             |
| PO24-00763 | FOUNDATION FOR EDUC | D. Coito-ACSA 2023 Leadership Summit Nov, 2nd-4th | EDSV    | 01       | OTHER RESTRICT       | 749.00             |
| PO24-00764 | FTF BEHAVIORAL CONS | PFA-SBT Introductory Course: Pizzica              | SPED    | 01       | SE:STATE LOCAL       | 3,500.00           |
| PO24-00765 | SC COAST ATHLETIC L | CFP - Spring Playoff Fees, Admin Fee              | SCHS    | 01       | Measure T            | 485.00             |
| PO24-00766 | CIF-CCS             | CFP - Admin. Fees                                 | SCHS    | 01       | Measure T            | 2,020.00           |
| PO24-00767 | CIF-CALIF INTERSCHO | CFP - State Dues                                  | SCHS    | 01       | Measure T            | 1,013.76           |
| PO24-00768 | PACIFIC COAST ATHLE | CFP - League Assessment Football                  | SCHS    | 01       | Measure T            | 300.00             |
| PO24-00769 | CDW GOVERNMENT INC. | SpEd Program Specialist Monitors                  | SPED    | 01       | SE:STATE LOCAL       | 746.51             |
| PO24-00770 | AMAZON CAPITAL SERV | OPEN PO FOR ENGLISH                               | SQHS    | 01       | NO REPORTING RI      | 200.00             |
| PO24-00771 | AMAZON CAPITAL SERV | OPEN PO FOR SCIENCE                               | SQHS    | 01       | NO REPORTING RI      | 500.00             |
| PO24-00772 | GUTENBERG INC DBA U | TK and Kinder Handwriting books                   | DLEL    | 01       | NO REPORTING RI      | 2,021.73           |
| PO24-00773 | AMAZON CAPITAL SERV | SOCIAL STUDIES-OPEN PO-SUPPLIES/MATERIALS         | SQHS    | 01       | NO REPORTING RI      | 400.00             |
| PO24-00774 | AMAZON CAPITAL SERV | HALO BAR LIGHT BOX                                | SQHS    | 01       | Measure T            | 210.92             |
| PO24-00775 | XPRESSMYSELF.COM LL | Parking Decals                                    | SQHS    | 01       | NO REPORTING RI      | 258.88             |
| PO24-00776 | PENINSULA SPORTS IN | CFP - Fall officials fees                         | SQHS    | 01       | Measure T            | 2,065.00           |
| PO24-00777 | AEP CONNECTIONS, LL | MF: Learn it Today, Use it Tomorrow Webinar       | SPED    | 01       | SE:STATE LOCAL       | 175.00             |
| PO24-00778 | PACIFIC COAST ATHLE | CFP - Football League Fees                        | SQHS    | 01       | Measure T            | 300.00             |
| PO24-00779 | TEXTHELP INC        | Reading supports: Snap & Read lisc for IEP        | SPED    | 01       | SE:STATE LOCAL       | 68.04              |
| PO24-00780 | DILBECK & SONS INC  | MH - REPAIR SUBFLOOR DRY ROT                      | M&O     | 01       | ONGOING & MAJO       | 4,834.50           |
| PO24-00781 | DILBECK & SONS INC  | SQHS - REPAIR CEILING TILES IN ROOM 314           | M&O     | 01       | ONGOING & MAJO       | 1,200.00           |
| PO24-00782 | DILBECK & SONS INC  | BV - REPLACE CARD READERS IN PROTABLE @ BV.       | M&O     | 01       | ONGOING & MAJO       | 1,000.00           |
| PO24-00783 | ATTAINMENT COMPANY, | AC iPad Case                                      | SPED    | 01       | SE:STATE LOCAL       | 158.81             |
| PO24-00784 | PALACE BUSINESS SOL | office supplies                                   | MHMS    | 01       | NO REPORTING RI      | 500.00             |
| PO24-00785 | OFFICE DEPOT        | Instructional Supplies                            | GAEL    | 01       | LCFF SUPP FUNDI      | 1,000.00           |
| PO24-00786 | ESGI LLC            | 23-24 ESGI License Renewal - 5 Add'tl             | CURR    | 01       | ESSER III ARP        | 1,110.00           |
| PO24-00787 | SCHOOL DATEBOOKS IN | Payment Confirmation Student Planners             | GAEL    | 01       | LCFF SUPP FUNDI      | 330.48             |
| PO24-00788 | CODESP              | CODESP Dues                                       | PERC    | 01       | NO REPORTING RI      | 2,500.00           |
| PO24-00789 | CDW GOVERNMENT INC. | Viewsonic Viewboards                              | IT      | 25       | OTHER RESTRICT       | 11,823.00          |

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE



Description

Includes Purchase Orders dated 08/01/2023 - 08/29/2023

| PO Number  | Vendor Name         | Requisition Information                            | Ord Loc | Req Fund | Resource Description | Req Fund Order Amt |
|------------|---------------------|--|---------|----------|----------------------|--------------------|
| PO24-00790 | FUTURE FLOORING GRO | DELE - INSTALL CARPET TILE IN NEW PORTABLE         | M&O     | 25       | OTHER RESTRICT       | 6,405.00           |
| PO24-00791 | SCHOLASTIC INC.     | CFP - Scholastic Magazines                         | SCHS    | 01       | LOTTERY:INSTRU       | 214.28             |
| PO24-00792 | AMAZON CAPITAL SERV | CTE Classroom Supplies                             | HHS     | 01       | Measure T            | 459.34             |
| PO24-00793 | AMAZON CAPITAL SERV | Wellness center supplies                           | BSS     | 01       | LCFF SUPP FUNDI      | 100.00             |
| PO24-00794 | SCHOLASTIC INC.     | Scholastic mags-Lars, Brown, Suess and Nolte       | MHMS    | 01       | LOTTERY:INSTRU       | 1,115.35           |
| PO24-00795 | AMAZON CAPITAL SERV | TK Science materials                               | DLEL    | 01       | UNIV PRE-K PLAN      | 67.84              |
| PO24-00796 | FOLLETT CONTENT SOL | IB Mathematic Books                                | HHS     | 01       | LOTTERY:INSTRU       | 3,849.25           |
| PO24-00797 | AMAZON CAPITAL SERV | TK Science Materials per new curriculum            | WLEL    | 01       | UNIV PRE-K PLAN      | 142.93             |
| PO24-00798 | INTERNATIONAL BACCA | CFP - IB Virtual Conference                        | HHS     | 01       | ESEA:STDNT SUPP      | 900.00             |
| PO24-00799 | AMAZON CAPITAL SERV | Open P.O. for Woodshop supplies & tools            | SCHS    | 01       | C. PERKINS CTE:      | 800.00             |
| PO24-00800 | SAN LORENZO LUMBER  | Open P.O. for woodshop supplies                    | SCHS    | 01       | C. PERKINS CTE:      | 500.00             |
| PO24-00801 | AMAZON CAPITAL SERV | TK Science materials                               | GAEL    | 01       | UNIV PRE-K PLAN      | 200.00             |
| PO24-00802 | LAKESHORE LEARNING  | MS New TK SDC Classroom Material/Supplies          | SPED    | 01       | UNIV PRE-K PLAN      | 1,039.97           |
| PO24-00803 | KUTA SOFTWARE LLC   | 3 yr Software License                              | SCHS    | 01       | LOTTERY:INSTRU       | 1,850.00           |
| PO24-00804 | AMAZON CAPITAL SERV | Band Class Supplies                                | HHS     | 01       | Measure T            | 1,850.89           |
| PO24-00805 | AMAZON CAPITAL SERV | Rolling Carts for Science Dept.                    | HHS     | 01       | NO REPORTING RI      | 666.43             |
| PO24-00806 | AMAZON CAPITAL SERV | Open PO for Math Classroom Supplies                | SCHS    | 01       | NO REPORTING RI      | 500.00             |
| PO24-00807 | BAY CENTRAL PRINTIN | INVENTORY/FORMS #81001                             | WRSH    | 01       | NO REPORTING RI      | 836.86             |
| PO24-00808 | PALACE BUSINESS SOL | Compostion books for all grade levels              | WLEL    | 01       | LOTTERY:INSTRU       | 1,157.39           |
| PO24-00809 | SAN LORENZO LUMBER  | Open PO for Art Dept.                              | HHS     | 01       | Measure T            | 500.00             |
| PO24-00810 | AMERICAN SUPPLY COR | INVENTORY ORDER/HYGIENE                            | WRSH    | 01       | NO REPORTING RI      | 647.03             |
| PO24-00811 | AMERICAN SUPPLY COR | INVENTORY ORDER/HYGIENE SUPPLIES                   | WRSH    | 01       | NO REPORTING RI      | 691.77             |
| PO24-00812 | AMAZON CAPITAL SERV | Social Studies Classroom Supplies                  | HHS     | 01       | BAS GNT LOW-INC      | 375.90             |
| PO24-00813 | AMAZON CAPITAL SERV | ELD Classroom Supplies                             | HHS     | 01       | BAS GNT LOW-INC      | 45.44              |
| PO24-00814 | DILBECK & SONS INC  | SQ DOOR HARDWARE INSTAL                            | M&O     | 21       | Bond A Secondar      | 78,854.82          |
| PO24-00815 | DILBECK & SONS INC  | MHMS DOOR HARDWARE INSTALL                         | M&O     | 21       | Bond A Secondar      | 52,570.00          |
| PO24-00816 | PEARTREE + BELLI AR | B40MS MPO  | M&O     | 21       | Bond A Secondar      | 20,500.00          |
| PO24-00817 | PEARTREE + BELLI AR | HH MPO   | M&O     | 21       | Bond A Secondar      | 18,500.00          |
| PO24-00818 | ABA BUILDING SERVIC | CFP Inv #23493 Bayview Summer School Deep Cleaning | CURR    | 01       | ELO-P                | 9,115.00           |
| PO24-00819 | CHRISTINE ELIZABETH | IEE Occupational Therapy Evaluation                | SPED    | 01       | SE:STATE LOCAL       | 3,995.00           |
| PO24-00820 | SAN JOAQUIN COE     | SEIS Conference Registration                       | SPED    | 01       | SE:STATE LOCAL       | 700.00             |
| PO24-00821 | WILLIAM MARSH RICE  | CFP - IB Virtual Conference                        | HHS     | 01       | ESEA:STDNT SUPP      | 3,500.00           |
| PO24-00822 | BSN SPORTS LLC      | PE Uniforms  | HHS     | 01       | LCFF SUPP FUNDI      | 3,146.64           |
| PO24-00823 | SAN LORENZO LUMBER  | Open PO for Woodshop Supplies                      | HHS     | 01       | C. PERKINS CTE:      | 500.00             |
| PO24-00824 | AMAZON CAPITAL SERV | Open PO for Woodshop Supplies                      | HHS     | 01       | C. PERKINS CTE:      | 800.00             |
| PO24-00825 | HARDWOODS SPECIALTY | Open PO for Woodshop Supplies                      | HHS     | 01       | C. PERKINS CTE:      | 500.00             |

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Description

Includes Purchase Orders dated 08/01/2023 - 08/29/2023

| PO Number  | Vendor Name         | Requisition Information                            | Ord Loc | Req Fund | Resource Description | Req Fund Order Amt |
|------------|---------------------|--|---------|----------|----------------------|--------------------|
| PO24-00826 | PALACE BUSINESS SOL | Open PO for SAIL Classroom Supplies                | BVEL    | 01       | SE:STATE LOCAL       | 200.00             |
| PO24-00827 | SILKE COMMUNICATION | Walkie Talkies (MH Student Support Team)           | SPED    | 01       | SE:STATE LOCAL       | 776.63             |
| PO24-00828 | SILKE COMMUNICATION | Walkie Talkies (Soquel HS Student Support Team)    | SPED    | 01       | SE:STATE LOCAL       | 838.91             |
| PO24-00829 | AMAZON CAPITAL SERV | Open PO for Supplies                               | TRAN    | 01       | TRANSPORT:HOM        | 500.00             |
| PO24-00830 | IMPRINTS INC        | ASSET TAGS FOR WAREHOUSE                           | WRSH    | 01       | ONGOING & MAJO       | 520.00             |
| PO24-00831 | COMMUNITY PRINTERS  | Parking Permits                                    | HHS     | 01       | NO REPORTING RI      | 431.03             |
| PO24-00832 | PHOENIX CERAMICS SU | Open PO for Ceramics                               | SCHS    | 01       | Measure T            | 3,000.00           |
| PO24-00833 | INLAND LIGHTING SUP | INVENTORY/CUSTODIAL                                | WRSH    | 01       | NO REPORTING RI      | 3,452.85           |
| PO24-00834 | RACHEL MARYAM SMITH | CFP INVOICE 14-04-2023 BUBBLE ASSEMBLY             | WLEL    | 01       | NO REPORTING RI      | 500.00             |
| PO24-00835 | AMAZON CAPITAL SERV | Open PO for Art Supplies                           | HHS     | 01       | Measure T            | 500.00             |
| PO24-00836 | COAST PAPER & SUPPL | INVENTORY - Tissue Replenish                       | WRSH    | 01       | NO REPORTING RI      | 2,064.83           |
| PO24-00837 | PEARSON CLINICAL AS | Pearson Psych Order 2023-24 Part 2                 | SPED    | 01       | SE:STATE LOCAL       | 854.72             |
| PO24-00838 | AMAZON CAPITAL SERV | Wrist/Hand Supports, Foot Rest                     | HHS     | 01       | OTHER RESTRICT       | 42.19              |
| PO24-00839 | STAPLES ADVANTAGE   | OPEN PO FOR OFFICE SUPPLIES                        | M&O     | 01       | ONGOING & MAJO       | 1,000.00           |
| PO24-00840 | WOODWIND AND BRASSV | open PO Beltran inst supplies                      | MHMS    | 01       | DONATIONS            | 50.00              |
| PO24-00841 | AMAZON CAPITAL SERV | Health Classroom Supplies                          | SCHS    | 01       | NO REPORTING RI      | 146.17             |
| PO24-00842 | AMAZON CAPITAL SERV | PE Classroom Supplies                              | SCHS    | 01       | NO REPORTING RI      | 361.81             |
| PO24-00843 | COAST PAPER & SUPPL | INVENTORY - CUSTODIAL                              | WRSH    | 01       | NO REPORTING RI      | 1,026.73           |
| PO24-00844 | MOBILE MODULAR MGMT | ANNUAL PAYMENTS FOR MODULAR CLASSROOMS             | DO      | 25       | OTHER RESTRICT       | 78,750.00          |
| PO24-00845 | ST SCENE ON & OFF R | 2023 FORD RANGERS INSTALL (2) RACKS (4) TOOL BOXES | M&O     | 01       | ONGOING & MAJO       | 9,460.92           |
| PO24-00846 | TELOS RESIDENTIAL T | Telos Academy RTC                                  | SPED    | 01       | SE:STATE LOCAL       | 223,938.00         |
| PO24-00847 | LET ME LLC          | APS JON CHU PHYSICAL THERAPY                       | SPED    | 01       | SE:STATE LOCAL       | 10,612.50          |
| PO24-00848 | AMAZON CAPITAL SERV | Books for Monarch                                  | EDSV    | 01       | NO REPORTING RI      | 88.70              |
| PO24-00849 | SAN LORENZO LUMBER  | Open PO for woodshop                               | MHMS    | 01       | NO REPORTING RI      | 500.00             |
| PO24-00850 | CDW GOVERNMENT INC. | Printer for upper bookroom                         | WHWL    | 01       | NO REPORTING RI      | 475.63             |
| PO24-00851 | TEACHERS CURRICULUM | TCI Core Curriculum                                | CURR    | 01       | NO REPORTING RI      | 4,068.44           |
| PO24-00852 | CASBO               | CASBO TRAINING FOR SECONDARY SITES                 | BUSN    | 01       | OTHER RESTRICT       | 1,525.00           |
| PO24-00853 | CUE CONFERENCE REGI | Fall CUE Conf Registration                         | CURR    | 01       | OTHER RESTRICT       | 1,196.00           |
| PO24-00854 | AMAZON CAPITAL SERV | Books for Classrooms                               | BMS     | 01       | NO REPORTING RI      | 250.00             |
| PO24-00855 | AMAZON CAPITAL SERV | Classroom supplies-Singson                         | BMS     | 01       | NO REPORTING RI      | 940.00             |
| PO24-00856 | STAPLES ADVANTAGE   | Ink for art teacher printer                        | WLEL    | 01       | Measure U            | 120.32             |
| PO24-00857 | SCHOOL SPECIALTY LL | FOSS supplies for study of life                    | WLEL    | 01       | LOTTERY:INSTRU       | 590.62             |
| PO24-00858 | SAN MATEO-FOSTER CI | Food Service Membership renewal                    | FS      | 13       | CHLD NUTR:SCHO       | 187.83             |
| PO24-00859 | SNA DEPOSITORY      | FS Membership renewal/Jessica Cuttriss             | FS      | 13       | CHLD NUTR:SCHO       | 43.00              |
| PO24-00860 | CSNA - CA SCHOOL NU | FS Membership renewal/ Amy Hedrick-Farr            | FS      | 13       | CHLD NUTR:SCHO       | 65.00              |
| PO24-00861 | AMAZON CAPITAL SERV | Materials for PBIS office                          | WLEL    | 01       | NO REPORTING RI      | 225.00             |

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Description

Includes Purchase Orders dated 08/01/2023 - 08/29/2023

| PO Number  | Vendor Name         | Requisition Information                      | Ordr Loc | Req Fund | Resource Description | Req Fund Order Amt  |
|------------|---------------------|--|----------|----------|----------------------|---------------------|
| PO24-00862 | WESTSIDE PRODUCE    | FS Produce Purchase                          | FS       | 13       | CHLD NUTR:SCHO       | 530.00              |
| PO24-00863 | OFFICE DEPOT        | SAFETY/OPEN PO FOR Safety Items              | HR       | 01       | OTHER RESTRICT       | 300.00              |
| PO24-00864 | AMAZON.COM          | SAFETY/OPEN ORDER                            | HR       | 01       | OTHER RESTRICT       | 1,500.00            |
| PO24-00865 | LEARNING A-Z        | 2 licences for Writing A-Z (Stark & McGuire) | BVEL     | 01       | LCFF SUPP FUNDI      | 234.00              |
| PO24-00866 | WPS                 | WPS Psych Assessments 2023-24 Part 2         | SPED     | 01       | SE:STATE LOCAL       | 1,676.90            |
| PO24-00867 | AMAZON CAPITAL SERV | Supplies - Art                               | BVEL     | 01       | Measure U            | 500.00              |
| PO24-00868 | DEPARTMENT OF REHAB | TRANSITION PARTNERSHIP PROGRAM               | BUSN     | 01       | SE:STATE LOCAL       | 102,816.00          |
| PO24-00869 | BENCHMARK EDUCATION | Ready to Advance TK Consumables              | CURR     | 01       | LOTTERY:INSTRU       | 1,420.25            |
| PO24-00870 | GOPHER SPORT        | PE Equipment                                 | HHS      | 01       | NO REPORTING RI      | 1,249.79            |
| PO24-00871 | AMAZON CAPITAL SERV | PE equipment-Dewey                           | MHMS     | 01       | NO REPORTING RI      | 500.00              |
|            |                     |  |          |          | <b>Total</b>         | <b>1,868,487.87</b> |

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Warrant Register

**MEETING DATE:** September 6, 2023

**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 August 1, 2023 through August 29, 2023.

**AGENDA ITEM: 8.3.2.2**

**Checks Dated 08/01/2023 through 08/29/2023**

| Check Number            | Check Date | Pay to the Order of                       | Check Amount             |
|-------------------------|------------|---|--------------------------|
| 1039183                 | 08/07/2023 | PHOENIX GROUP INFO SYSTEMS                | 80.00 *                  |
| Cancelled on 08/29/2023 |            |   |                          |
| 1039184                 | 08/07/2023 | SANTA CRUZ MUNICIPAL UTILITIES            | 473.70                   |
| 1039185                 | 08/07/2023 | Bautista, Patricia E                      | 50.00                    |
| 1039186                 | 08/07/2023 | Grogan, Denice M                          | 478.00                   |
| 1039187                 | 08/07/2023 | Reyes, Alicia                             | 30.98                    |
| 1039188                 | 08/07/2023 | Cuttriss, Jessica R                       | 154.58                   |
| 1039189                 | 08/07/2023 | Stutzman, Alexandra A                     | 64.00                    |
| 1039190                 | 08/07/2023 | Bettar, Brian K                           | 123.21                   |
| 1039191                 | 08/07/2023 | Lambert, Beatriz E                        | 125.00                   |
| 1039192                 | 08/07/2023 | SANTA CRUZ CITY SCHOOLS REVOLVING         | 13,447.17                |
| 1039193                 | 08/07/2023 | A SIGN ASAP                               | 197.55                   |
| 1039194                 | 08/07/2023 | AMAZON CAPITAL SERVICES                   | 5,446.96                 |
|                         |            |   | Unpaid Tax <u>.09</u>    |
|                         |            |   | Expensed Amount 5,447.05 |
| 1039195                 | 08/07/2023 | AT&T                                      | 5,278.61                 |
| 1039196                 | 08/07/2023 | CIF-CCS                                   | 4,740.00                 |
| 1039197                 | 08/07/2023 | CINTAS CORPORATIONS                       | 158.67                   |
| 1039198                 | 08/07/2023 | COAST PAPER & SUPPLY                      | 5,296.94                 |
| 1039199                 | 08/07/2023 | CSBA                                      | 24,839.00                |
| 1039200                 | 08/07/2023 | DANIELSEN CO.                             | 3,499.20                 |
| 1039201                 | 08/07/2023 | ELESERVE, LLC                             | 3,000.00                 |
| 1039202                 | 08/07/2023 | GOLD STAR FOODS                           | 3,433.76                 |
| 1039203                 | 08/07/2023 | GS DIRECT LLC                             | 5,449.95                 |
| 1039204                 | 08/07/2023 | HEARTLAND PAYMENT SYSTEMS INC             | 495.00                   |
| 1039205                 | 08/07/2023 | IDENTISYS INC                             | 179.90                   |
| 1039206                 | 08/07/2023 | P & R PAPER SUPPLY COMPANY INC            | 570.25                   |
| 1039207                 | 08/07/2023 | PALACE BUSINESS SOLUTIONS                 | 238.67                   |
| 1039208                 | 08/07/2023 | PRODUCERS DAIRY FOODS INC                 | 288.86                   |
| 1039209                 | 08/07/2023 | READ NATURALLY                            | 1,840.00                 |
| 1039210                 | 08/07/2023 | SANTA CRUZ FIRE EQUIPMENT                 | 334.31                   |
| 1039211                 | 08/07/2023 | SC COAST ATHLETIC LEAGUE C/O MARK DORFMAN | 475.00                   |
| 1039212                 | 08/07/2023 | SCHOOL HEALTH CORPORATION                 | 501.80                   |
| 1039213                 | 08/07/2023 | SCHOOL SERVICES OF CALIF                  | 4,500.00                 |
| 1039214                 | 08/07/2023 | SEQUENTIAL ENVIRONMENTAL SERVICES LLC     | 980.00                   |
| 1039215                 | 08/07/2023 | SIGNWAVE                                  | 470.88                   |
| 1039216                 | 08/07/2023 | SOQUEL CREEK WATER DISTRICT               | 87.63                    |
| 1039217                 | 08/07/2023 | SPCA/NC DUSTIN GACHERIEU                  | 95.00                    |
| 1039218                 | 08/07/2023 | STAPLES ADVANTAGE                         | 352.29                   |
|                         |            |   | Unpaid Tax <u>.23</u>    |
|                         |            |   | Expensed Amount 352.52   |
| 1039219                 | 08/07/2023 | SYSCO FOOD SERVICES OF SF                 | 1,069.18                 |
| 1039220                 | 08/07/2023 | SYSCO FOOD SERVICES OF SF                 | 4,086.61                 |
| 1039221                 | 08/07/2023 | WATSONVILLE COAST PRODUCE                 | 207.80                   |
| 1039222                 | 08/07/2023 | WPS                                       | 4,205.06                 |
|                         |            |   | Unpaid Tax <u>.14-</u>   |
|                         |            |   | Expensed Amount 4,204.92 |
| 1039223                 | 08/07/2023 | AMAZON CAPITAL SERVICES                   | 1,005.06                 |
| 1039224                 | 08/07/2023 | AMPLIFIED IT LLC                          | 2,081.28                 |

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

ESCAPE ONLINE

**Checks Dated 08/01/2023 through 08/29/2023**

| Check Number | Check Date | Pay to the Order of                         | Check Amount |
|--------------|------------|---|--------------|
| 1039225      | 08/07/2023 | AT&T  | 604.62       |
| 1039226      | 08/07/2023 | BIOMETRICS4ALL INC                          | 128.00       |
| 1039227      | 08/07/2023 | CINTAS CORPORATIONS                         | 387.05       |
| 1039228      | 08/07/2023 | COAST PAPER & SUPPLY                        | 6,687.98     |
|              |            | Unpaid Tax                                  | .76-         |
|              |            | Expensed Amount                             | 6,687.22     |
| 1039229      | 08/07/2023 | CSPCA BETHANN ARKO                          | 700.00       |
| 1039230      | 08/07/2023 | EDGEWOOD PRESS INC                          | 1,114.41     |
| 1039231      | 08/07/2023 | LAKESHORE LEARNING MATERIALS                | 68.73        |
| 1039232      | 08/07/2023 | OBAFEMI AYANBADEJO SR.                      | 5,000.00     |
| 1039233      | 08/07/2023 | PALACE BUSINESS SOLUTIONS                   | 101.36       |
| 1039234      | 08/07/2023 | PG&E  | 39,739.83    |
| 1039235      | 08/07/2023 | PSAT/NMSQT                                  | 678.00       |
| 1039236      | 08/07/2023 | SANTA CRUZ MUNICIPAL UTILITIES              | 37,878.45    |
| 1039237      | 08/07/2023 | T-MOBILE USA INC                            | 11,158.22    |
| 1039238      | 08/07/2023 | THE PRINT GALLERY                           | 604.70       |
| 1039239      | 08/07/2023 | ACCO-WILSON INC                             | 53,162.95    |
| 1039240      | 08/07/2023 | AMERICAN MODULAR SYSTEMS INC                | 165,183.15   |
| 1039241      | 08/07/2023 | ART GRAMS INSPECTION SERVICES               | 1,000.00     |
| 1039242      | 08/07/2023 | CARDIFF PEST CONTROL INC                    | 1,353.00     |
| 1039243      | 08/07/2023 | CLIMATEC LLC                                | 29,606.75    |
| 1039244      | 08/07/2023 | COLBI TECHNOLOGIES INC                      | 30,000.00    |
| 1039245      | 08/07/2023 | DILBECK & SONS INC                          | 26,285.00    |
| 1039246      | 08/07/2023 | GARLAND COMPANY INC, THE                    | 5,361.27     |
| 1039247      | 08/07/2023 | HANCOCK PARK & DELONG INC.                  | 4,593.75     |
| 1039248      | 08/07/2023 | KLEINFELDER INC                             | 10,420.25    |
| 1039249      | 08/07/2023 | MOORE TWINING ASSOCIATES INC                | 2,897.75     |
| 1039250      | 08/07/2023 | PEDRO SAUCE RAMIREZ                         | 30,000.00    |
| 1039251      | 08/07/2023 | SANTA CLARA VALLEY CONSTRUCTION INSPECTIONS | 15,200.00    |
| 1039252      | 08/07/2023 | SANTA CLARA VALLEY CONSTRUCTION INSPECTIONS | 19,000.00    |
| 1039253      | 08/07/2023 | SC BUILDERS, INC.                           | 60,757.25    |
| 1039254      | 08/07/2023 | SIERRA SCHOOL EQUIPMENT                     | 6,395.50     |
| 1039255      | 08/07/2023 | ULINE                                       | 23,278.61    |
| 1039256      | 08/07/2023 | VERDE DESIGN INC                            | 2,305.50     |
| 1039257      | 08/07/2023 | ACE PORTABLE SERVICES                       | 1,350.99     |
| 1039258      | 08/07/2023 | AIRGAS NATIONAL CARBONATION                 | 402.41       |
| 1039259      | 08/07/2023 | AMAZON CAPITAL SERVICES                     | 251.76       |
| 1039260      | 08/07/2023 | AMS HEATING INC                             | 1,320.00     |
| 1039261      | 08/07/2023 | ANIMAL DAMAGE MGMT                          | 2,465.00     |
| 1039262      | 08/07/2023 | APPI  | 2,083.63     |
| 1039263      | 08/07/2023 | B & B SMALL ENGINE REPAIR                   | 162.27       |
| 1039264      | 08/07/2023 | BRIGHTLY SOFTWARE INC                       | 7,487.11     |
| 1039265      | 08/07/2023 | C & N TRACTORS                              | 5.09         |
| 1039266      | 08/07/2023 | CARBONIC SERVICE INC                        | 3,241.03     |
| 1039267      | 08/07/2023 | CIVIC PERMITS INC                           | 4,695.00     |
| 1039268      | 08/07/2023 | COAST PAPER & SUPPLY                        | 109.14       |
| 1039269      | 08/07/2023 | COMCAST                                     | 362.02       |
| 1039270      | 08/07/2023 | ELITE INTERACTIVE SOLUTIONS LLC             | 11,776.41    |
| 1039271      | 08/07/2023 | EWING IRRIGATION PRODUCTS                   | 1,866.74     |

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

ESCAPE ONLINE

## Checks Dated 08/01/2023 through 08/29/2023

| Check Number | Check Date | Pay to the Order of                              | Check Amount |
|--------------|------------|--|--------------|
| 1039272      | 08/07/2023 | FERGUSON ENTERPRISES                             | 128.73       |
| 1039273      | 08/07/2023 | FLYERS ENERGY LLC                                | 1,610.64     |
| 1039274      | 08/07/2023 | HINES PEST & WEED CONTROL DBA R AURIA INC        | 205.00       |
| 1039275      | 08/07/2023 | HOME DEPOT INC                                   | 499.82       |
| 1039276      | 08/07/2023 | INDEPENDENT ELECTRICAL SUPPLY                    | 193.92       |
| 1039277      | 08/07/2023 | KELLY MOORE PAINT CO                             | 64.06        |
| 1039278      | 08/07/2023 | KNORR SYSTEMS INTERNATIONAL                      | 4,070.99     |
| 1039279      | 08/07/2023 | KOALA TREE CARE                                  | 360.17       |
| 1039280      | 08/07/2023 | KONE INC   | 2,059.13     |
| 1039281      | 08/07/2023 | NORTH BAY FORD                                   | 340.61       |
| 1039282      | 08/07/2023 | SAN LORENZO LUMBER AND HOME CENTER               | 741.29       |
| 1039283      | 08/07/2023 | SANTA CRUZ FIRE EQUIPMENT                        | 3,575.61     |
| 1039284      | 08/07/2023 | SANTA CRUZ RECORDS MANAGEMENT                    | 200.00       |
| 1039285      | 08/07/2023 | SCP DISTRIBUTORS LLC DBA LINCOLN AQUATICS        | 3,067.85     |
| 1039286      | 08/07/2023 | VERIZON CONNECT FLEET USA LLC                    | 144.78       |
| 1039287      | 08/07/2023 | Nabors, Madison R                                | 229.30       |
| 1039288      | 08/07/2023 | Burke, Kathleen A                                | 135.63       |
| 1039289      | 08/07/2023 | Toschi, Dina R                                   | 49.99        |
| 1039713      | 08/14/2023 | Frates III, Emil F                               | 57.00        |
| 1039714      | 08/14/2023 | CENTRAL COAST SYSTEMS INC                        | 1,705.03     |
| 1039715      | 08/14/2023 | AIRGAS NATIONAL CARBONATION                      | 333.68       |
| 1039716      | 08/14/2023 | AMAZON CAPITAL SERVICES                          | 1,487.06     |
| 1039717      | 08/14/2023 | APED   | 351.41       |
| 1039718      | 08/14/2023 | APPI   | 2,692.92     |
| 1039719      | 08/14/2023 | CINTAS CORPORATIONS                              | 141.93       |
| 1039720      | 08/14/2023 | COAST PAPER & SUPPLY                             | 367.07       |
| 1039721      | 08/14/2023 | CRYSTAL SPRINGS WATER                            | 51.50        |
| 1039722      | 08/14/2023 | FERGUSON ENTERPRISES                             | 325.43       |
| 1039723      | 08/14/2023 | FUTURE FLOORING GROUP                            | 33,191.00    |
| 1039724      | 08/14/2023 | HOME DEPOT INC                                   | 4,005.69     |
| 1039725      | 08/14/2023 | INDEPENDENT ELECTRICAL SUPPLY                    | 552.29       |
| 1039726      | 08/14/2023 | KELLY MOORE PAINT CO                             | 229.10       |
| 1039727      | 08/14/2023 | KNORR SYSTEMS INTERNATIONAL                      | 5,383.18     |
| 1039728      | 08/14/2023 | KOALA TREE CARE                                  | 1,560.00     |
| 1039729      | 08/14/2023 | KONE INC   | 2,059.13     |
| 1039730      | 08/14/2023 | NORTH BAY FORD                                   | 435.72       |
| 1039731      | 08/14/2023 | NORTH GLASS                                      | 1,382.89     |
| 1039732      | 08/14/2023 | PACIFIC MATERIAL HANDLING SOLUTIONS              | 544.01       |
| 1039733      | 08/14/2023 | PHIL ALLEGRI ELECTRIC INC                        | 1,255.49     |
| 1039734      | 08/14/2023 | SAN LORENZO LUMBER AND HOME CENTER               | 1,354.55     |
| 1039735      | 08/14/2023 | SANTA CRUZ AUTO PARTS INC                        | 354.69       |
| 1039736      | 08/14/2023 | SANTA CRUZ RECORDS MANAGEMENT                    | 64.90        |
| 1039737      | 08/14/2023 | SC SYSTEMS                                       | 115.00       |
| 1039738      | 08/14/2023 | STATE OF CALIFORNIA DEPT OF INDUSTRIAL RELATIONS | 375.00       |
| 1039739      | 08/14/2023 | SUPERIOR ALARM CO                                | 536.50       |
| 1039740      | 08/14/2023 | THERMA LLC                                       | 2,043.60     |
| 1039741      | 08/14/2023 | UNITED RENTALS                                   | 2,343.41     |
| 1039742      | 08/14/2023 | VERIZON CONNECT FLEET USA LLC                    | 1,216.38     |

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

ESCAPE ONLINE

Page 3 of 9

**Checks Dated 08/01/2023 through 08/29/2023**

| Check Number | Check Date | Pay to the Order of                                | Check Amount |
|--------------|------------|--|--------------|
| 1039743      | 08/14/2023 | WAXIE SANITARY SUPPLY                              | 12,538.36    |
| 1039744      | 08/14/2023 | WESTSIDE HARDWARE                                  | 15.93        |
| 1039745      | 08/14/2023 | A-Z BUS SALES INC                                  | 21,407.46    |
| 1039746      | 08/14/2023 | ACSIG/EDGE DENTAL ATTN: K DENNIS, EXEC DIR         | 49,250.50    |
| 1039747      | 08/14/2023 | ACSIG/VSP VISION CARE ATTN: K DENNIS, EXEC DIR     | 6,272.00     |
| 1039748      | 08/14/2023 | ADVANCED WORKPLACER STRATEGIES INC                 | 1,485.00     |
| 1039749      | 08/14/2023 | AMAZON CAPITAL SERVICES                            | 5,928.51     |
|              |            | Unpaid Tax   | 8.48         |
|              |            | Expensed Amount                                    | 5,936.99     |
| 1039750      | 08/14/2023 | AT&T   | 992.71       |
| 1039751      | 08/14/2023 | AT&T   | 2,141.24     |
| 1039752      | 08/14/2023 | BENCHMARK EDUCATION CO.                            | 542.59       |
| 1039753      | 08/14/2023 | CDW GOVERNMENT INC.                                | 14,778.75    |
| 1039754      | 08/14/2023 | CLEVER INC   | 9,705.00     |
| 1039755      | 08/14/2023 | COAST COUNTIES PETERBILT                           | 4,949.06     |
| 1039756      | 08/14/2023 | COAST PAPER & SUPPLY                               | 1,532.56     |
| 1039757      | 08/14/2023 | DATAFINCH TECHNOLOGIES                             | 6,017.04     |
| 1039758      | 08/14/2023 | DIAMOND RANCH ACADEMY INC                          | 8,814.81     |
| 1039759      | 08/14/2023 | E3 DIAGNOSTICS INC.                                | 173.96       |
| 1039760      | 08/14/2023 | FAGEN FRIEDMAN & FULFROST LLP                      | 10,154.00    |
| 1039761      | 08/14/2023 | FLINN SCIENTIFIC INC                               | 121.92       |
| 1039762      | 08/14/2023 | GREENWASTE RECOVERY INC                            | 8,158.37     |
| 1039763      | 08/14/2023 | GROWING UP IN SANTA CRUZ                           | 590.00       |
| 1039764      | 08/14/2023 | GS DIRECT LLC                                      | 824.08       |
| 1039765      | 08/14/2023 | LEARNING ALLY INC                                  | 13,394.00    |
| 1039766      | 08/14/2023 | LISA MUIRHEAD                                      | 1,000.00     |
| 1039767      | 08/14/2023 | P&A ADMINISTRATIVE SERVICES                        | 183.50       |
| 1039768      | 08/14/2023 | PACIFIC COAST ATHLETIC LEAGUE                      | 300.00       |
| 1039769      | 08/14/2023 | PALACE BUSINESS SOLUTIONS                          | 116.64       |
| 1039770      | 08/14/2023 | PAUL B COUCHMAN III                                | 1,073.42     |
| 1039771      | 08/14/2023 | POWERSCHOOL GROUP LLC                              | 12,877.41    |
| 1039772      | 08/14/2023 | PPD MULTIMEDIA                                     | 336.95       |
|              |            | Unpaid Tax   | .64          |
|              |            | Expensed Amount                                    | 337.59       |
| 1039773      | 08/14/2023 | SAN JOAQUIN COE                                    | 1,605.50     |
| 1039774      | 08/14/2023 | SCHOOL FOR SOUND FINANCE SCHOOL SERVICES OF CA INC | 125.00       |
| 1039775      | 08/14/2023 | SCHOOL SERVICES OF CALIF                           | 4,000.00     |
| 1039776      | 08/14/2023 | SISC   | 528,520.00   |
| 1039777      | 08/14/2023 | SOLUTION TREE                                      | 19,500.00    |
| 1039778      | 08/14/2023 | SOQUEL CREEK WATER DISTRICT                        | 10,999.01    |
| 1039779      | 08/14/2023 | STAPLES ADVANTAGE                                  | 1,172.44     |
| 1039780      | 08/14/2023 | SUTTER HEALTH PLUS                                 | 7,422.87     |
| 1039781      | 08/14/2023 | TEACHER SYNERGY LLC                                | 645.00       |
| 1039782      | 08/14/2023 | TEXTBOOK WAREHOUSE                                 | 296.75       |
| 1039783      | 08/14/2023 | BOSCO CONSTRUCTION SERVICES INC                    | 178,171.00   |
| 1039784      | 08/14/2023 | COLBI TECHNOLOGIES INC                             | 1,840.00     |
| 1039785      | 08/14/2023 | DAKTRONICS INC                                     | 25,744.67    |
| 1039786      | 08/14/2023 | MOORE TWINING ASSOCIATES INC                       | 2,800.00     |

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

ESCAPE ONLINE



## Checks Dated 08/01/2023 through 08/29/2023

| Check Number | Check Date | Pay to the Order of                                | Check Amount |
|--------------|------------|--|--------------|
| 1039787      | 08/14/2023 | PEARTREE + BELLI ARCHITECTS INC                    | 4,225.50     |
| 1039788      | 08/14/2023 | PREMIER INSPECTION SERVICES                        | 32,105.00    |
| 1039789      | 08/14/2023 | SANTA CRUZ SENTINEL                                | 892.80       |
| 1039790      | 08/14/2023 | SIERRA SCHOOL EQUIPMENT                            | 69,828.36    |
| 1039791      | 08/14/2023 | Dickson, Kinsey N                                  | 17.55        |
| 1039792      | 08/14/2023 | Reyes, Alicia                                      | 20.00        |
| 1039793      | 08/14/2023 | Lacey, Jerene S                                    | 2,398.91     |
| 1039794      | 08/14/2023 | Hernandez, Amariah A                               | 151.26       |
| 1039795      | 08/14/2023 | Schutz, Matthew C                                  | 24.48        |
| 1039796      | 08/14/2023 | Bettar, Brian K                                    | 441.09       |
| 1039797      | 08/14/2023 | Sooahoo, Alison                                    | 154.71       |
| 1039798      | 08/14/2023 | AMAZON CAPITAL SERVICES                            | 1,229.35     |
|              |            | Unpaid Tax   | .12-         |
|              |            | Expensed Amount                                    | 1,229.23     |
| 1039799      | 08/14/2023 | CACHE VALLEY BANK TRUSTEE FBO ARBITER PAY DEPOSITS | 43,500.00    |
| 1039800      | 08/14/2023 | CINTAS CORPORATIONS                                | 400.13       |
| 1039801      | 08/14/2023 | IMAGINE LEARNING LLC DEPT 2195                     | 25,100.00    |
| 1039802      | 08/14/2023 | OFFICE DEPOT                                       | 47.32        |
| 1039803      | 08/14/2023 | PALACE BUSINESS SOLUTIONS                          | 36.03        |
| 1039804      | 08/14/2023 | PHOENIX CERAMICS SUPPLY                            | 2,499.86     |
| 1039805      | 08/14/2023 | PINNACLE PUBLIC FINANCE INC                        | 74,044.86    |
| 1039806      | 08/14/2023 | SCHOOL DATEBOOKS INC                               | 616.93       |
| 1039807      | 08/14/2023 | STAPLES ADVANTAGE                                  | 74.27        |
| 1039808      | 08/14/2023 | STEVE WEISS MUSIC INC                              | 852.15       |
| 1039809      | 08/14/2023 | CRUZIO   | 49.95        |
| 1039810      | 08/14/2023 | SOQUEL HIGH ASB                                    | 324.00       |
| 1039811      | 08/14/2023 | T-MOBILE USA INC                                   | 5,885.45     |
| 1039812      | 08/14/2023 | US BANK  | 2,491.50     |
| 1039813      | 08/14/2023 | NOAH DANIEL GERHARDT                               | 1,000.00     |
| 1039814      | 08/14/2023 | SOFIA ELIZABETH STORLAZZI                          | 1,000.00     |
| 1040303      | 08/21/2023 | ELAN FINANCIAL SERVICES                            | 6,504.94     |
| 1040304      | 08/21/2023 | ACE PORTABLE SERVICES                              | 241.42       |
| 1040305      | 08/21/2023 | AMAZON CAPITAL SERVICES                            | 2,406.02     |
| 1040306      | 08/21/2023 | APPI   | 458.78       |
| 1040307      | 08/21/2023 | CARBONIC SERVICE INC                               | 1,332.30     |
| 1040308      | 08/21/2023 | CINTAS CORPORATIONS                                | 141.93       |
| 1040309      | 08/21/2023 | COAST LOCK & SAFE                                  | 1,084.25     |
| 1040310      | 08/21/2023 | COAST PAPER & SUPPLY                               | 109.14       |
| 1040311      | 08/21/2023 | FERGUSON ENTERPRISES                               | 1,011.32     |
| 1040312      | 08/21/2023 | FLYERS ENERGY LLC                                  | 2,192.61     |
| 1040313      | 08/21/2023 | FUTURE FLOORING GROUP                              | 12,776.00    |
| 1040314      | 08/21/2023 | HOME DEPOT INC                                     | 594.41       |
| 1040315      | 08/21/2023 | INDEPENDENT ELECTRICAL SUPPLY                      | 940.26       |
| 1040316      | 08/21/2023 | KELLY MOORE PAINT CO                               | 109.94       |
| 1040317      | 08/21/2023 | KNORR SYSTEMS INTERNATIONAL                        | 959.62       |
| 1040318      | 08/21/2023 | RECURRENT TECHNOLOGIES, INC.                       | 1,966.50     |
| 1040319      | 08/21/2023 | SAN LORENZO LUMBER AND HOME CENTER                 | 899.95       |
| 1040320      | 08/21/2023 | SANTA CRUZ AUTO PARTS INC                          | 169.43       |

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

ESCAPE ONLINE

Page 5 of 9

**Checks Dated 08/01/2023 through 08/29/2023**

| Check Number | Check Date | Pay to the Order of                       | Check Amount |
|--------------|------------|---|--------------|
| 1040321      | 08/21/2023 | SANTA CRUZ RECORDS MANAGEMENT             | 349.00       |
| 1040322      | 08/21/2023 | SCP DISTRIBUTORS LLC DBA LINCOLN AQUATICS | 3,450.73     |
| 1040323      | 08/21/2023 | AMAZON CAPITAL SERVICES                   | 4,552.41     |
|              |            | Unpaid Tax                                | 2.23         |
|              |            | Expensed Amount                           | 4,554.64     |
| 1040324      | 08/21/2023 | 101 BUILDERS, INC                         | 45,999.00    |
| 1040325      | 08/21/2023 | 19SIX ARCHITECTS                          | 41,865.00    |
| 1040326      | 08/21/2023 | ALBION ENVIRONMENTAL INC                  | 311.80       |
| 1040327      | 08/21/2023 | DILBECK & SONS INC                        | 26,285.00    |
| 1040328      | 08/21/2023 | PEARTREE + BELLI ARCHITECTS INC           | 1,537.50     |
| 1040329      | 08/21/2023 | SC SYSTEMS                                | 23,483.92    |
| 1040330      | 08/21/2023 | BUSINESS CARD                             | 7,748.54     |
| 1040331      | 08/21/2023 | AMERIGAS PROPANE LP                       | 391.07       |
| 1040332      | 08/21/2023 | BIO-RAD LABORATORIES, INC                 | 7,026.02     |
| 1040333      | 08/21/2023 | CDW GOVERNMENT INC.                       | 719.13       |
|              |            | Unpaid Tax                                | 1.66         |
|              |            | Expensed Amount                           | 720.79       |
| 1040334      | 08/21/2023 | CIF-CALIF INTERSCHOLASTIC                 | 919.60       |
| 1040335      | 08/21/2023 | CINTAS CORPORATIONS                       | 173.62       |
| 1040336      | 08/21/2023 | CLUTCH COURIER LLC                        | 300.00       |
| 1040337      | 08/21/2023 | COAST PAPER & SUPPLY                      | 1,977.47     |
| 1040338      | 08/21/2023 | COUNTY OF SANTA CRUZ ENVIRONMENTAL HEALTH | 2,058.00     |
| 1040339      | 08/21/2023 | CURRICULUM ASSOCIATES INC                 | 88,836.61    |
| 1040340      | 08/21/2023 | DOCTORS ON DUTY MEDICAL GROUP             | 245.00       |
| 1040341      | 08/21/2023 | DOCUMENT TRACKING SERVICES LLC            | 612.50       |
| 1040342      | 08/21/2023 | EAN SERVICES LLC                          | 1,262.65     |
| 1040343      | 08/21/2023 | FASTRAK VIOLATION PROCESSING              | 24.00        |
| 1040344      | 08/21/2023 | GS DIRECT LLC                             | 6,872.94     |
| 1040345      | 08/21/2023 | HUBERT COMPANY, LLC                       | 3,097.28     |
| 1040346      | 08/21/2023 | INTRADO INTERACTIVE SERVICES              | 2,030.00     |
| 1040347      | 08/21/2023 | MHE RECEIVABLES LLC                       | 10,725.20    |
| 1040348      | 08/21/2023 | NAPA AUTO PARTS                           | 849.51       |
| 1040349      | 08/21/2023 | NORTH BAY FORD                            | 1,803.27     |
| 1040350      | 08/21/2023 | OFFICE DEPOT                              | 2,510.53     |
| 1040351      | 08/21/2023 | PALACE BUSINESS SOLUTIONS                 | 43.31        |
| 1040352      | 08/21/2023 | PENINSULA SPORTS INC                      | 1,770.00     |
| 1040353      | 08/21/2023 | PITNEY BOWES INC                          | 408.02       |
| 1040354      | 08/21/2023 | PRODUCERS DAIRY FOODS INC                 | 309.69       |
| 1040355      | 08/21/2023 | ROGER'S REFRIGERATION INC                 | 188.15       |
| 1040356      | 08/21/2023 | SAFEWAY STORES INC ACCT 58624             | 103.82       |
| 1040357      | 08/21/2023 | SANTA CRUZ AUTO PARTS INC                 | 859.05       |
| 1040358      | 08/21/2023 | SANTA CRUZ FIRE EQUIPMENT                 | 749.15       |
| 1040359      | 08/21/2023 | SCHOOL SERVICES OF CALIF                  | 275.00       |
| 1040360      | 08/21/2023 | SCHOOL SPECIALTY LLC                      | 432.44       |
| 1040361      | 08/21/2023 | SOLARCITY LMC SERIES 1 LLC                | 3,240.43     |
| 1040362      | 08/21/2023 | SOLUTION TREE                             | 720.48       |
| 1040363      | 08/21/2023 | STAPLES ADVANTAGE                         | 274.94       |
| 1040364      | 08/21/2023 | SUPER STEAM                               | 2,350.00     |

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

**Checks Dated 08/01/2023 through 08/29/2023**

| Check Number | Check Date | Pay to the Order of                              | Check Amount |
|--------------|------------|--|--------------|
| 1040365      | 08/21/2023 | SUTTER HEALTH PLUS                               | 395,675.07   |
| 1040366      | 08/21/2023 | UBEQ WEST LLC                                    | 12,310.78    |
| 1040367      | 08/21/2023 | CHLOE FEDERICO                                   | 2,000.00     |
| 1040368      | 08/21/2023 | JONAH GOODMAN                                    | 1,000.00     |
| 1040369      | 08/21/2023 | SAL LARKINS                                      | 2,000.00     |
| 1040370      | 08/21/2023 | VICTORIA ZUMAYA LONG                             | 1,033.00     |
| 1040371      | 08/21/2023 | Curley IV, Clyde J                               | 415.03       |
| 1040372      | 08/21/2023 | Mabrouk, Gail E                                  | 206.63       |
| 1040373      | 08/21/2023 | Sutera, Richard C                                | 37.05        |
| 1040374      | 08/21/2023 | Monreal, Jimmy                                   | 28.69        |
| 1040375      | 08/21/2023 | Roberts, John M                                  | 117.29       |
| 1040376      | 08/21/2023 | Hernandez, Amariah A                             | 212.00       |
| 1040377      | 08/21/2023 | Tracy, Shannon K                                 | 35.94        |
| 1040378      | 08/21/2023 | Soohoo, Alison                                   | 109.35       |
| 1040379      | 08/21/2023 | AT&T   | 919.52       |
| 1040380      | 08/21/2023 | CANON FINANCIAL SERVICES INC                     | 347.42       |
| 1040381      | 08/21/2023 | COAST PAPER & SUPPLY                             | 765.64       |
| 1040382      | 08/21/2023 | LOZANO SMITH LLP                                 | 27,018.76    |
| 1040383      | 08/21/2023 | SPURR  | 8,250.50     |
| 1041007      | 08/28/2023 | AMAZON CAPITAL SERVICES                          | 10,829.86    |
|              |            | Unpaid Tax                                       | 12.71        |
|              |            | Expensed Amount                                  | 10,842.57    |
| 1041008      | 08/28/2023 | ACCO ENGINEERED SYSTEMS                          | 13,186.20    |
| 1041009      | 08/28/2023 | APPI   | 908.86       |
| 1041010      | 08/28/2023 | CARBONIC SERVICE INC                             | 185.80       |
| 1041011      | 08/28/2023 | CENTRAL HOME SUPPLY                              | 3,203.99     |
| 1041012      | 08/28/2023 | CINTAS CORPORATIONS                              | 141.93       |
| 1041013      | 08/28/2023 | DIRECT LINE TELE RESPONSE                        | 117.00       |
| 1041014      | 08/28/2023 | EWING IRRIGATION PRODUCTS                        | 63.02        |
| 1041015      | 08/28/2023 | FERGUSON ENTERPRISES                             | 436.50       |
| 1041016      | 08/28/2023 | HINES PEST & WEED CONTROL DBA R AURIA INC        | 540.00       |
| 1041017      | 08/28/2023 | HOME DEPOT INC                                   | 5,074.24     |
| 1041018      | 08/28/2023 | KELLY MOORE PAINT CO                             | 116.05       |
| 1041019      | 08/28/2023 | KELLY MOORE PAINT CO                             | 65.66        |
| 1041020      | 08/28/2023 | KNORR SYSTEMS INTERNATIONAL                      | 705.10       |
| 1041021      | 08/28/2023 | NORTH BAY FORD                                   | 161.07       |
| 1041022      | 08/28/2023 | NORTH GLASS                                      | 716.15       |
| 1041023      | 08/28/2023 | OLIVE SPRINGS QUARRY INC.                        | 84.75        |
| 1041024      | 08/28/2023 | OVERHEAD DOOR COMPANY OF SALINAS                 | 295.00       |
| 1041025      | 08/28/2023 | PERENNIAL CONSTRUCTION INC                       | 2,500.00     |
| 1041026      | 08/28/2023 | PHIL ALLEGRI ELECTRIC INC                        | 1,050.00     |
| 1041027      | 08/28/2023 | SAN LORENZO LUMBER AND HOME CENTER               | 356.17       |
| 1041028      | 08/28/2023 | SANTA CRUZ RECORDS MANAGEMENT                    | 45.00        |
| 1041029      | 08/28/2023 | ULINE  | 1,961.45     |
| 1041030      | 08/28/2023 | WAXIE SANITARY SUPPLY                            | 2,048.42     |
| 1041031      | 08/28/2023 | WESTSIDE HARDWARE                                | 2.83         |
| 1041032      | 08/28/2023 | CALIFORNIA DEPARTMENT OF ED ATT: Cashiers Office | 23,777.73    |
| 1041033      | 08/28/2023 | SAL LARKINS                                      | 1,000.00     |
| 1041034      | 08/28/2023 | BOSCO CONSTRUCTION SERVICES INC                  | 62,871.00    |

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

ESCAPE ONLINE

## Checks Dated 08/01/2023 through 08/29/2023

| Check Number | Check Date | Pay to the Order of                          | Check Amount |
|--------------|------------|--|--------------|
| 1041035      | 08/28/2023 | COMMUNICATION SERVICE CO                     | 17,106.57    |
| 1041036      | 08/28/2023 | CRW INDUSTRIES INC                           | 222,609.13   |
| 1041037      | 08/28/2023 | FIBER OPTIC TELECOM INTL                     | 21,756.00    |
| 1041038      | 08/28/2023 | KLEINFELDER INC                              | 4,817.83     |
| 1041039      | 08/28/2023 | MACHADO BROS PAINTING INC                    | 6,475.00     |
| 1041040      | 08/28/2023 | AMAZON CAPITAL SERVICES                      | 5,259.59     |
|              |            | Unpaid Tax                                   | 8.96         |
|              |            | Expensed Amount                              | 5,268.55     |
| 1041041      | 08/28/2023 | Grogan, Denice M                             | 43.66        |
| 1041042      | 08/28/2023 | Houser, Kenee M                              | 82.67        |
| 1041043      | 08/28/2023 | Lawrence, Barbara J                          | 27.14        |
| 1041044      | 08/28/2023 | Hernandez, Amariah A                         | 248.18       |
| 1041045      | 08/28/2023 | Bettar, Brian K                              | 295.95       |
| 1041046      | 08/28/2023 | Fish, Mignonne D                             | 255.70       |
| 1041047      | 08/28/2023 | Kendall, Derek G                             | 328.02       |
| 1041048      | 08/28/2023 | Denning, Casey L                             | 44.50        |
| 1041049      | 08/28/2023 | Poirier, Michelle E                          | 1,825.20     |
| 1041050      | 08/28/2023 | Norton, Katharine E                          | 155.96       |
| 1041051      | 08/28/2023 | CARD SERVICE CENTER                          | 1,823.01     |
| 1041052      | 08/28/2023 | ABA BUILDING SERVICES                        | 9,115.00     |
| 1041053      | 08/28/2023 | ACSA   | 1,933.68     |
| 1041054      | 08/28/2023 | ADAFRUIT INDUSTRIES LLC                      | 395.98       |
| 1041055      | 08/28/2023 | BIO-RAD LABORATORIES, INC                    | 186.86       |
| 1041056      | 08/28/2023 | BRINKS AWARDS & SIGNS                        | 27.31        |
| 1041057      | 08/28/2023 | CALIFORNIA DEPT OF JUSTICE ACCOUNTING OFFICE | 1,103.00     |
| 1041058      | 08/28/2023 | CHRISTINE ELIZABETH EASWARA                  | 3,995.00     |
| 1041059      | 08/28/2023 | CIF-CALIF INTERSCHOLASTIC                    | 1,013.76     |
| 1041060      | 08/28/2023 | CIF-CCS                                      | 2,020.00     |
| 1041061      | 08/28/2023 | CINTAS CORPORATIONS                          | 37.19        |
| 1041062      | 08/28/2023 | COAST PAPER & SUPPLY                         | 1,108.24     |
| 1041063      | 08/28/2023 | CODESP                                       | 2,500.00     |
| 1041064      | 08/28/2023 | DANIELSEN CO.                                | 6,564.90     |
| 1041065      | 08/28/2023 | FLYERS ENERGY LLC                            | 1,522.93     |
| 1041066      | 08/28/2023 | FUTURE FLOORING GROUP                        | 6,405.00     |
| 1041067      | 08/28/2023 | GOLD STAR FOODS                              | 9,345.42     |
| 1041068      | 08/28/2023 | INTERNATIONAL BACCALAUREATE OR               | 900.00       |
| 1041069      | 08/28/2023 | JW PEPPER & SON INC                          | 574.85       |
| 1041070      | 08/28/2023 | KAISER FOUNDATION HEALTH PLAN                | 50,487.75    |
| 1041071      | 08/28/2023 | KATIE EICHOLZ                                | 806.96       |
| 1041072      | 08/28/2023 | LAKESHORE LEARNING MATERIALS                 | 661.95       |
| 1041073      | 08/28/2023 | NORTH BAY FORD                               | 220.00       |
| 1041074      | 08/28/2023 | P & R PAPER SUPPLY COMPANY INC               | 706.66       |
| 1041075      | 08/28/2023 | PACIFIC COAST ATHLETIC LEAGUE                | 600.00       |
| 1041076      | 08/28/2023 | PALACE BUSINESS SOLUTIONS                    | 495.34       |
| 1041077      | 08/28/2023 | PENINSULA SPORTS INC                         | 2,065.00     |
| 1041078      | 08/28/2023 | PHOENIX CERAMICS SUPPLY                      | 1,170.07     |
| 1041079      | 08/28/2023 | PIONEER VALLEY EDUCATIONAL PRESS INC         | 312.46       |
| 1041080      | 08/28/2023 | PRODUCERS DAIRY FOODS INC                    | 2,453.53     |
| 1041081      | 08/28/2023 | RACHEL MARYAM SMITH                          | 500.00       |

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

ESCAPE ONLINE

Page 8 of 9

**Checks Dated 08/01/2023 through 08/29/2023**

| Check Number                  | Check Date | Pay to the Order of                       | Check Amount        |
|-------------------------------|------------|---|---------------------|
| 1041082                       | 08/28/2023 | ROGER'S REFRIGERATION INC                 | 1,654.98            |
| 1041083                       | 08/28/2023 | SAN JOAQUIN COE                           | 700.00              |
| 1041084                       | 08/28/2023 | SANTA CRUZ MUNICIPAL UTILITIES            | 18,294.88           |
| 1041085                       | 08/28/2023 | SANTA CRUZ, CITY OF                       | 1,461.83            |
| 1041086                       | 08/28/2023 | SC COAST ATHLETIC LEAGUE                  | 485.00              |
| 1041087                       | 08/28/2023 | SC COAST ATHLETIC LEAGUE C/O MARK DORFMAN | 9,370.00            |
| 1041088                       | 08/28/2023 | SCHOLASTIC INC.                           | 214.28              |
| 1041089                       | 08/28/2023 | STAPLES ADVANTAGE                         | 1,126.03            |
| 1041090                       | 08/28/2023 | SYSCO FOOD SERVICES OF SF                 | 6,489.18            |
| 1041091                       | 08/28/2023 | UBEO WEST LLC                             | 64.46               |
| 1041092                       | 08/28/2023 | WATSONVILLE COAST PRODUCE                 | 1,670.80            |
| 1041093                       | 08/28/2023 | WILLIAM MARSH RICE UNIVERSITY             | 3,500.00            |
| ACH-00061543                  | 08/10/2023 | Irwing Lazo                               | 911.74 *            |
| Cancelled on 08/18/2023       |            |   |                     |
| <b>Total Number of Checks</b> |            |   | <b>378</b>          |
|                               |            |   | <b>3,418,678.27</b> |

|           | Count | Amount              |
|-----------|-------|---------------------|
| Cancel    | 2     | 991.74              |
| Net Issue |       | <u>3,417,686.53</u> |

**Fund Recap**

| Fund                      | Description                    | Check Count | Expensed Amount            |
|---------------------------|--------------------------------|-------------|----------------------------|
| 01                        | GENERAL/COUNTY SCHOOL          | 307         | 2,071,667.21               |
| 11                        | ADULT EDUCATION                | 3           | 500.66                     |
| 13                        | CAFETERIA SPECIAL REVENUE      | 30          | 53,178.64                  |
| 21                        | BUILDING                       | 30          | 982,901.17                 |
| 25                        | CAPITAL FACILITIES             | 11          | 190,715.93                 |
| 40                        | SPL RESV CAPITAL OUTLAY PRJ    | 8           | 109,723.90                 |
| 73                        | FOUNDATION PRIVATE-PURPOSE TRU | 7           | 9,033.00                   |
| Total Number of Checks    |                                | <b>376</b>  | 3,417,720.51               |
| Less Unpaid Tax Liability |                                |             | 33.98                      |
| <b>Net (Check Amount)</b> |                                |             | <b><u>3,417,686.53</u></b> |

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

ESCAPE ONLINE

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Disposition of Surplus Property

**MEETING DATE:** September 6, 2023

**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 SEPTEMBER 6, 2023**  
**SURPLUS PROPERTY**

**DEPARTMENT/SCHOOL SITE:** Mission Hill Middle School, Amrik Nijor & Derek Kendall *(All items stored in auditorium until approved.)*

|  | <b># Copies</b> | <b>Property Description</b>                | <b>Year/Age</b> | <b>Condition</b> | <b>Value</b> |
|--|-----------------|--|-----------------|------------------|--------------|
|  | 3               | Student Desks                              | End of Life     | Damaged          | \$0          |
|  | 1               | Round Table                                | End of Life     | Damaged          | \$0          |
|  | 2               | 4-drawer filing cabinets                   | End of Life     | Broken           | \$0          |
|  | 2               | 2-drawer filing cabinets                   | End of Life     | Broken           | \$0          |
|  | 2               | Student chairs in different shapes & sizes | End of Life     | Broken           | \$0          |
|  | 23              | Wooden brown desks                         | End of Life     | Broken           | \$0          |
|  | 2               | Large maple desk                           | End of Life     | Broken           | \$0          |
|  | 1               | Metal stool                                | End of Life     | Broken           | \$0          |
|  | 8               | Media Carts                                | End of Life     | Damaged          | \$0          |
|  | 1               | Tan rolling 3-shelf cart                   | End of Life     | Broken           | \$0          |
|  | 1               | 24" x 24" Paper Cutter (see Buddy)         | End of Life     | Broken           | \$0          |

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:** Fourth Quarter Investment Report

**MEETING DATE:** September 6, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the Fourth Quarter Investment Report for 2022-23.

**BACKGROUND:**

Effective January 1, 1996, SB564 requires local governments in California, including school districts, to make quarterly reports to the Governing Board on the investments of the agency.

District cash for all funds is on deposit with and is invested by the Santa Cruz County Auditor-Controller. The report of interest rates for the period 7/1/22 through 6/30/23 is attached. The Quarterly Investment Report from the Santa Cruz County Treasurer's Office is an insert to the Board agenda book.

The quarterly interest rate that applies to all funds has been:

|         | 1 <sup>st</sup> Q | 2 <sup>nd</sup> Q | 3 <sup>rd</sup> Q | 4 <sup>th</sup> Q |
|---------|-------------------|-------------------|-------------------|-------------------|
| 2014-15 | 0.409%            | 0.425%            | 0.498%            | 0.517%            |
| 2015-16 | 0.623%            | 0.585%            | 0.676%            | 0.723%            |
| 2016-17 | 0.777%            | 0.764%            | 0.912%            | 0.965%            |
| 2017-18 | 0.977%            | 1.081%            | 1.307%            | 1.456%            |
| 2018-19 | 1.610%            | 1.863%            | 2.211%            | 2.330%            |
| 2019-20 | 2.312%            | 2.174%            | 1.965%            | 1.449%            |
| 2020-21 | 1.045%            | 0.723%            | 0.550%            | 0.400%            |
| 2021-22 | 0.373%            | 0.355%            | 0.426%            | 0.675%            |
| 2022-23 | 1.042%            | 1.407%            | 2.114%            | 2.615%            |

**FISCAL IMPACT:**

The table above shows the interest rates in all funds since 2014-15. The interest earned year to date through the 4th Quarter of 2022-23 was \$2,080,494.51.

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.



Dr. Faris Sabbah, Superintendent · 400 Encinal Street, Santa Cruz, CA 95060

**MEMO**

**DATE:** July 10, 2023  
**TO:** DISTRICT BUSINESS MANAGERS  
**FROM:** SANTA CRUZ COUNTY OFFICE OF EDUCATION  
**SUBJECT:** 2022-2023 INTEREST JUNE 2023

The following summary of the Auditor - Controller's interest rates is provided for your information.

| FY 22/23 | 1ST QTR |        |        |               | 2ND QTR |        |        |               |
|----------|---------|--------|--------|---------------|---------|--------|--------|---------------|
|          | JULY    | AUGUST | SEPT.  | AVERAGE       | OCT.    | NOV.   | DEC.   | AVERAGE       |
|          | 0.945%  | 1.073% | 1.108% | <b>1.042%</b> | 1.118%  | 1.339% | 1.764% | <b>1.407%</b> |
|          | 3RD QTR |        |        |               | 4TH QTR |        |        |               |
|          | JAN.    | FEB.   | MARCH  | AVERAGE       | APRIL   | MAY    | JUNE   | AVERAGE       |
|          | 1.989%  | 2.168% | 2.186% | <b>2.114%</b> | 2.576%  | 2.547% | 2.722% | <b>2.615%</b> |

**FY 23/24**

**PRIOR YEARS AVERAGE - PROVIDED BELOW IS A LISTING OF THE ANNUALIZED INTEREST RATES FOR THE LAST 24 FISCAL YEARS.**

| <u>YEAR</u> | <u>RATE</u> | <u>YEAR</u> | <u>RATE</u> | <u>YEAR</u> | <u>RATE</u> |
|-------------|-------------|-------------|-------------|-------------|-------------|
| FY 21/22    | 0.46%       | FY 13/14    | 0.36%       | FY 05/06    | 4.23%       |
| FY 20/21    | 0.68%       | FY 12/13    | 0.35%       | FY 04/05    | 2.20%       |
| FY 19/20    | 1.98%       | FY 11/12    | 0.49%       | FY 03/04    | 1.30%       |
| FY 18/19    | 1.97%       | FY 10/11    | 0.59%       | FY 02/03    | 1.99%       |
| FY 17/18    | 1.21%       | FY 09/10    | 0.81%       | FY 01/02    | 3.28%       |
| FY 16/17    | 0.86%       | FY 08/09    | 1.88%       | FY 00/01    | 6.28%       |
| FY 15/16    | 0.65%       | FY 07/08    | 4.16%       | FY 99/00    | 5.82%       |
| FY 14/15    | 0.45%       | FY 06/07    | 5.27%       | FY 98/99    | 5.40%       |

CC Rebecca Olker

**COUNTY OF SANTA CRUZ  
INTEREST APPORTIONMENT  
GENERAL FUND EARNINGS**

Prepared by: [TRACY LAINE](#)  
Updated on: [7/10/2023](#)

**FY 2022-23**

**FY 2021-22**

| RCUTVI<br>JOB REF | INTEREST ON CASH IN TREASURY GL 101 |  |                             |                                    |                      |              |
|-------------------|-------------------------------------|--|-----------------------------|------------------------------------|----------------------|--------------|
|                   |                                     | MONTHLY<br>AVERAGE DAILY<br>BALANCE<br>(A) | TOTAL<br>APPORTIONED<br>(B) | GENERAL FUND<br>40430/40434<br>(C) | % OF<br>TOTAL<br>(D) | RATE*<br>(E) |
| 3013338           | Jul-22                              | 1,164,402,904.57                           | 934,292.34                  | 140,487.89                         | 15.037%              | 0.945%       |
| 3046534           | Aug-22                              | 1,094,515,884.91                           | 997,620.92                  | 159,391.33                         | 15.977%              | 1.073%       |
| 3078976           | Sep-22                              | 1,049,549,950.76                           | 956,002.42                  | 154,924.96                         | 16.205%              | 1.108%       |
|                   | 1ST QTR                             |  | 2,887,915.68                | 454,804.18                         | 15.749%              | 1.042%       |
| 3109606           | Oct-22                              | 1,026,167,499.50                           | 974,587.79                  | 146,013.34                         | 14.982%              | 1.118%       |
| 3138148           | Nov-22                              | 1,091,155,924.17                           | 1,201,307.75                | 226,787.77                         | 18.878%              | 1.339%       |
| 3166805           | Dec-22                              | 1,266,078,772.51                           | 1,896,777.69                | 314,857.73                         | 16.600%              | 1.764%       |
|                   | 2ND QTR                             |  | 4,072,673.23                | 687,658.84                         | 16.885%              | 1.407%       |
| 3195973           | Jan-23                              | 1,298,032,327.20                           | 2,193,231.70                | 329,165.35                         | 15.008%              | 1.989%       |
| 3221112           | Feb-23                              | 1,244,830,733.07                           | 2,069,889.01                | 295,680.47                         | 14.285%              | 2.168%       |
| 3254665           | Mar-23                              | 1,241,365,881.55                           | 2,304,263.87                | 317,094.68                         | 13.761%              | 2.186%       |
|                   | 3RD QTR                             |  | 6,567,384.58                | 941,940.50                         | 14.343%              | 2.114%       |
| 3284105           | Apr-23                              | 1,406,880,841.79                           | 2,978,464.62                | 531,653.88                         | 17.850%              | 2.576%       |
| 3318850           | May-23                              | 1,376,984,460.51                           | 2,978,769.16                | 443,083.93                         | 14.875%              | 2.547%       |
| 3368007           | Jun-23                              | 1,321,209,653.61                           | 2,956,085.74                | 435,382.96                         | 14.728%              | 2.722%       |
|                   | 4TH QTR                             |  | 8,913,319.52                | 1,410,120.77                       | 15.820%              | 2.615%       |
|                   | TOTALS                              |  | 22,441,293.01               | 3,494,524.29                       | 15.572%              | 1.795%       |

| RCUTVI<br>JOB REF | INTEREST ON CASH IN TREASURY GL 101 |  |                             |                                    |                      |              |
|-------------------|-------------------------------------|--|-----------------------------|------------------------------------|----------------------|--------------|
|                   |                                     | MONTHLY<br>AVERAGE DAILY<br>BALANCE<br>(A) | TOTAL<br>APPORTIONED<br>(B) | GENERAL FUND<br>40430/40434<br>(C) | % OF<br>TOTAL<br>(D) | RATE*<br>(E) |
| 2638243           | Jul-21                              | 900,091,337.03                             | 302,043.44                  | 50,039.48                          | 16.567%              | 0.395%       |
| 2666092           | Aug-21                              | 839,644,378.50                             | 251,244.54                  | 35,235.18                          | 14.024%              | 0.352%       |
| 2694386           | Sep-21                              | 829,916,326.19                             | 253,966.43                  | 30,128.38                          | 11.863%              | 0.372%       |
|                   | 1ST QTR                             |  | 807,254.41                  | 115,403.04                         | 14.296%              | 0.373%       |
| 2720212           | Oct-21                              | 832,041,321.17                             | 264,213.93                  | 35,769.73                          | 13.538%              | 0.374%       |
| 2749396           | Nov-21                              | 945,902,153.91                             | 266,339.12                  | 45,972.14                          | 17.261%              | 0.343%       |
| 2773768           | Dec-21                              | 1,105,564,769.10                           | 328,194.79                  | 55,882.08                          | 17.027%              | 0.350%       |
|                   | 2ND QTR                             |  | 858,747.84                  | 137,623.95                         | 16.026%              | 0.355%       |
| 2803917           | Jan-22                              | 1,151,737,694.57                           | 400,174.10                  | 60,341.20                          | 15.079%              | 0.409%       |
| 2826815           | Feb-22                              | 1,082,828,204.40                           | 368,020.88                  | 50,727.96                          | 13.784%              | 0.443%       |
| 2856947           | Mar-22                              | 1,098,302,953.63                           | 396,003.71                  | 55,282.34                          | 13.960%              | 0.425%       |
|                   | 3RD QTR                             |  | 1,164,198.69                | 166,351.50                         | 14.289%              | 0.426%       |
| 2891414           | Apr-22                              | 1,224,721,329.95                           | 535,932.42                  | 100,858.31                         | 18.819%              | 0.532%       |
| 2926199           | May-22                              | 1,202,461,301.80                           | 704,931.35                  | 112,735.32                         | 15.992%              | 0.690%       |
| 2967530           | Jun-22                              | 1,203,096,067.39                           | 793,571.67                  | 127,900.85                         | 16.117%              | 0.803%       |
|                   | 4TH QTR                             |  | 2,034,435.44                | 341,494.48                         | 16.786%              | 0.675%       |
|                   | TOTALS                              |  | 7,694,837.32                | 1,180,251.46                       | 15.338%              | 0.457%       |

\* (Total Apportioned / Number of Days in Month X 365) / Monthly Average Daily Balance = Rate

## SANTA CRUZ CITY SCHOOLS DISTRICT

**AGENDA ITEM:** Resolution #05-23-24: Authorized Signatures 2023-24

**MEETING DATE:** September 6, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve Resolution #05-23-24, District Signature Authorizations, for the period July 1, 2023 through June 30, 2024.

**BACKGROUND:**

Section 42632 of the Education Code requires that a majority of the members of the governing board sign all prelists, warrants or contracts, or that the governing board authorize an officer or employee of the District to sign such orders, warrants or contracts on behalf of the District. Education Code Section 42633 requires the governing board to file with the County Superintendent of Schools verified signatures of each person authorized to sign payroll and expenditure warrant orders or other district documents. At the beginning of each fiscal year, a new resolution is passed to reauthorize or modify signature authority.

**FISCAL IMPACT:**

None

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.

**A RESOLUTION OF THE GOVERNING BOARD OF  
SANTA CRUZ CITY SCHOOLS  
RESOLUTION# 05-23-24  
DISTRICT SIGNATURE AUTHORIZATIONS**

**WHEREAS**, it is necessary for the effective operation of Santa Cruz City Schools that numerous documents be routinely signed, such as prelists, warrants, contracts, revolving cash checks, etc.; and

**WHEREAS**, California Education Code Section 42632 requires that all such documents bear the signature of a majority of the governing board of the district;

**WHEREAS**, California Education Code Section 42632 further provides that the governing board may delegate such signature authority to an officer or employee of the district; and

**WHEREAS**, California Education Code Section 42633 requires the Governing Board to file with the County Superintendent of Schools verified signatures of each person authorized to sign payroll and expenditure warrant orders and other district documents;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education of Santa Cruz City Schools authorize the employees listed on Exhibit A1 within the limits imposed by law, to sign prelists1 warrants, contracts, revolving cash checks and other documents on behalf of Santa Cruz City Schools; and

**BE IT FURTHER RESOLVED** that the true signatures of hand of each of personnel authorized to sign the documents listed in Exhibit A for the period of July 1, 2023 through June 30, 2024 are:

**Superintendent**

Kris Munro

\_\_\_\_\_

**Assistant Superintendent, Business Services**

Jim Monreal

\_\_\_\_\_

**Assistant Superintendent, Educational Services**

Dorothy Coito

\_\_\_\_\_

**Assistant Superintendent, Human Resources**

Molly Parks

\_\_\_\_\_

**Director of Finance**

Jerene Lacey

\_\_\_\_\_

**Supervisor of Finance**

Suzanne Trincherro

Beatriz Diaz

\_\_\_\_\_

\_\_\_\_\_

ADOPTED this sixth day of September, 2023, by the Board of Education of the Santa Cruz City Schools by the following roll call vote:

AYES:

NOES:

ABSENT OR NOT VOTING:

**Attested to:**

---

Secretary of the Governing Board  
of Santa Cruz City Schools

---

President of the Governing Board  
of Santa Cruz City Schools

SANTA CRUZ CITY SCHOOLS

RESOLUTION# 05-23-24

Exhibit A

|   | Contracts | Purchase Orders | Vendor Warrant Orders | Payroll Warrant Orders | Revolving Cash Checks | Electronic Vendor Warrant Transfers | Cafeteria Clearing Account |
|---|-----------|-----------------|-----------------------|------------------------|-----------------------|-------------------------------------|----------------------------|
| Kris Munro<br>Superintendent                                | ✓         | ✓               | ✓                     | ✓                      | ✓                     | ✓                                   | ✓                          |
| Jim Monreal<br>Assistant Superintendent                     | ✓         | ✓               | ✓                     | ✓                      | ✓                     | ✓                                   | ✓                          |
| Dorothy Coito<br>Assistant Superintendent                   | ✓         | ✓               | ✓                     | ✓                      | ✓                     |                                     |                            |
| Molly Parks<br>Assistant Superintendent                     | ✓         | ✓               | ✓                     | ✓                      | ✓                     |                                     |                            |
| Jerene Lacey<br>Director of Finance                         | ✓         | ✓               | ✓                     | ✓                      | ✓                     | ✓                                   | ✓                          |
| Suzanne Trincherro<br>Beatriz Diaz<br>Supervisor of Finance | ✓         | ✓               | ✓                     | ✓                      | ✓                     | ✓                                   | ✓                          |
| Amy Hedrick-Farr<br>Director of Food Services & Nutrition   |           | ✓               |                       |                        |                       |                                     | ✓                          |

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Certificated Personnel Actions

**MEETING DATE:** September 6, 2023

**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.



## **2023-2024 APPOINTMENTS**

**Elene Thompson, .20 English Teacher at Harbor High.** Elene's educational background includes a BA in English from San Francisco State University and an MA in International Policy from the Monterey Institute of International Studies. She holds a Standard Secondary Teaching Credential for English and a CLAD Authorization. Elene has thirty-eight years of teaching experience, and her status is Temporary.

**Jaime Young, 1.0 Kindergarten Teacher at Bay View Elementary.** Jaime's educational background includes a BA in Biology from UC Santa Cruz. She holds a Clear Multiple Subject Teaching Credential and a CLAD Authorization. Jaime has two years of paraeducator experience, and her status is Temporary.

## **2023-2024 EXTRA WORK ASSIGNMENTS:**

**Noelle Alaimo**, Science Collaboration & Planning, Soquel High, 7/16/23-8/15/23, not to exceed 10 hours

**Candace Aliberti**, Home & Hospital Teacher, Special Education, 7/16/23-6/15/24, not to exceed 500 hours

**Christopher Alreck**, Reading Intervention, Mission Hill Middle, 7/16/23-6/15/24, \$2,000 stipend

**Louisa Ancic**, World Language Pilot Training, Learning & Achievement, 7/16/23-12/15/23, not to exceed 12 hours

**Branna Banks**, After School Tutoring, Soquel High, 7/16/23-6/15/24, not to exceed 120 hours

**Branna Banks**, Peer Tutor Stipend, Soquel High, 7/16/23-6/15/24, \$2,450 stipend

**Thomas Bentley**, Student Garden Supervisor, Learning & Achievement, 7/1/23-7/15/23, not to exceed 6 hours

**Laura Boothby**, After School Tutoring, Soquel High, 7/16/23-12/15/23, not to exceed 20 hours

**Danielle Brown**, Curriculum Mapping, Learning & Achievement, 7/1/23-7/15/23, not to exceed 10 hours

**Danielle Brown**, AVID Site Team, Mission Hill Middle, 8/16/23-6/15/24, not to exceed 11 hours

**Kathleen Burke**, Assessment & Evaluations, Special Education, 8/16/23-6/15/24, not to exceed 100 hours

**2023-2024 EXTRA WORK ASSIGNMENTS (continued):**

**Chrisa Burr**, TK Class Placement, Westlake Elementary, 7/16/23-8/15/23, not to exceed 3 hours

**Joaquin Castillo**, Supervising School Psychologist Intern, Special Education, 7/16/23-6/15/24, not to exceed 130 hours

**Alice Cato**, Coaching New Teacher, Special Education, 7/16/23-6/15/24, not to exceed 80 hours

**Nearly Cernaksy**, AVID Site Team, Mission Hill Middle, 8/16/23-6/15/24, not to exceed 11 hours

**Nearly Cernasky**, Reading Intervention, Mission Hill Middle, 7/16/23-6/15/24, \$2,000 stipend

**Dana Cooper**, Peer Tutor Coordinator, Mission Hill Middle, 8/16/23-5/15/24, \$2,000 stipend

**Dana Cooper**, ELD Task Force, Mission Hill Middle, 8/16/23-6/15/24, not to exceed 10 hours

**Silvia Cruit**, Social Worker Intern, Gault Elementary, 7/16/23-6/15/24, \$5,000 stipend

**Cerise Daniels**, 4<sup>th</sup> Grade Class Placement, Westlake Elementary, 7/16/23-8/15/23, not to exceed 3 hours

**Anthony DiFrancesca**, Orientation & Planning, Gault Elementary, 7/16/23-8/15/23, not to exceed 4 hours

**Clara Divelbiss**, World Language Pilot Training, Learning & Achievement, 7/16/23-12/15/23, not to exceed 12 hours

**Kevin Deutsch**, After School Tutoring, Soquel High, 7/16/23-12/15/23, not to exceed 10 hours

**Maria Diaz Perez**, Summer Collaboration, Branciforte Small Schools, 7/16/23-9/15/23, not to exceed 12 hours

**Richard Dye**, Costanoa Intervention Teacher, Branciforte Small Schools, 7/16/23-6/15/24, not to exceed 220 hours

**Margarita Espinoza-Colpo**, World Language Pilot Training, Learning & Achievement, 7/16/23-12/15/23, not to exceed 12 hours

**Christina Fairbairn**, AVID Site Team, Mission Hill Middle, 8/16/23-6/15/24, not to exceed 11 hours

**2023-2024 EXTRA WORK ASSIGNMENTS (continued):**

**Renee Figura**, 4<sup>th</sup> Grade Class Placement, Westlake Elementary, 7/16/23-8/15/23, not to exceed 5 hours

**Meghann Finn**, Orientation & Planning, Gault Elementary, 7/16/23-8/15/23, not to exceed 4 hours

**Malcolm Fliesler**, Caseload Collaboration with Counselors, Soquel High, 7/16/23-8/15/23, not to exceed 10 hours

**Dagmar Franklin**, SPED Assessment at Westlake, Special Education, 8/16/23-6/15/24, not to exceed 225 hours

**Mary Garcia**, Social Worker Intern, DeLaveaga Elementary, 7/16/23-6/15/24, \$5.000 stipend

**Elijah Gregory**, Summer Collaboration, Branciforte Small Schools, 7/16/23-9/15/23, not to exceed 12 hours

**Elijah Gregory**, Costanoa Credit Recovery, Branciforte Small Schools, 8/16/23-6/15/24, not to exceed 105 hours

**Sara Goldfarb**, Curriculum Mapping, Learning & Achievement, 7/1/23-7/15/23, not to exceed 10 hours

**Ashley Gonzalez**, Social Worker Intern, Branciforte Middle, 7/16/23-6/15/24, \$5.000 stipend

**Alicia Guzman**, Professional Development Days, Learning & Achievement, 7/16/23-8/15/23, not to exceed 5 hours

**Rhea Hadzis**, Performing Arts Director, Mission Hill Middle, 3/16/24-6/15/24, \$750 stipend

**Katelyn Hochler**, World Language Pilot Training, Learning & Achievement, 7/16/23-12/15/23, not to exceed 12 hours

**Jessica Hoffschneider**, Caseload Collaboration with Counselors, Soquel High, 7/16/23-8/15/23, not to exceed 10 hours

**Krista Holt**, TK/K Class Placement, Westlake Elementary, 7/16/23-8/15/23, not to exceed 3 hours

**Justine Howell**, TK Class Placement, Westlake Elementary, 7/16/23-8/15/23, not to exceed 3 hours

**2023-2024 EXTRA WORK ASSIGNMENTS (continued):**

**Jessica Humburg**, After School Tutoring, Soquel High, 7/16/23-12/15/23, not to exceed 10 hours

**Zoe Iyer**, Math Intervention, Mission Hill Middle, 7/16/23-6/15/24, \$2,000 stipend

**Roxana Jimenez**, World Language Pilot Training, Learning & Achievement, 7/16/23-12/15/23, not to exceed 12 hours

**Therese Johannesen**, AFE Music Enrichment Provider, Branciforte Small Schools, 7/16/23-6/15/24, not to exceed 40 hours

**Jolene Kemos**, Summer Collaboration, Branciforte Small Schools, 7/16/23-9/15/23, not to exceed 12 hours

**Lillie Lazarus**, World Language Pilot Training, Learning & Achievement, 7/16/23-12/15/23, not to exceed 12 hours

**Kimberly Lenz**, Engaging Multi-Lingual Learners in History, Learning & Achievement, 7/1/23-7/15/23, not to exceed 12 hours

**Sarah Lipson**, Math Intervention, Mission Hill Middle, 7/16/23-6/15/24, \$2,000 stipend

**Josefina Lopez**, Social Worker Intern, Harbor High, 7/16/23-6/15/24, \$5,000 stipend

**Christina Mata**, PLCs, Harbor High, 7/1/23-12/15/23, not to exceed 16 hours

**Katherine Mitchell**, After School Tutoring, Soquel High, 7/16/23-12/15/23, not to exceed 40 hours

**Heather Murphy**, After School Tutoring, Soquel High, 7/16/23-12/15/23, not to exceed 20 hours

**Jessica Murray**, World Language Pilot Training, Learning & Achievement, 7/16/23-12/15/23, not to exceed 12 hours

**Peter Nelson**, Summer Collaboration, Branciforte Small Schools, 7/16/23-9/15/23, not to exceed 12 hours

**Holly Norman**, TK/K Class Placement, Westlake Elementary, 7/16/23-8/15/23, not to exceed 3 hours

**2023-2024 EXTRA WORK ASSIGNMENTS (continued):**

**Janis Ost**, Intervention Teacher, DeLaveaga Elementary, 7/16/23-6/15/24, not to exceed 125 hours

**Nancy Pachon Velasquez**, World Language Pilot Training, Learning & Achievement, 7/16/23-12/15/23, not to exceed 12 hours

**Cynthia Paulsen**, Supervising School Psychologist Intern, Special Education, 7/16/23-6/15/24, not to exceed 65 hours

**William Perkins**, CPM Training, Learning & Achievement, 7/16/23-8/15/23, not to exceed 23 hours

**Julianna Perry**, World Language Pilot Training, Learning & Achievement, 7/16/23-12/15/23, not to exceed 12 hours

**Amanda Reilly**, AVID Site Team, Mission Hill Middle, 8/16/23-6/15/24, not to exceed 11 hours

**Gwendolyn Rendon**, Reading Intervention, Mission Hill Middle, 1/16/23-6/15/24, \$1,000 stipend

**Gwendolyn Rendon**, ELD Task Force, Mission Hill Middle, 1/16/24-6/15/24, not to exceed 5 hours

**Dustin Rodney-Sharp**, Monarch Parkour Enrichment Provider, Branciforte Small Schools, 7/16/23-6/15/24, not to exceed 115 hours

**Patrick Rooney**, Reading Intervention, Mission Hill Middle, 7/16/23-1/15/24, \$1,000 stipend

**Mandy Rubin**, Orientation & Planning, Gault Elementary, 7/16/23-8/15/23, not to exceed 4 hours

**Nadine Said**, School Site Council, Mission Hill Middle, 8/16/23-5/15/24, not to exceed 4 hours

**Kathleen Sandidge**, Engaging Multi-Lingual Learners in History, Learning & Achievement, 7/1/23-7/15/23, not to exceed 12 hours

**Jon Sapp**, Math Intervention, Mission Hill Middle, 7/16/23-6/15/24, \$2,000 stipend

**Matthew Schilz**, After School Tutoring, Soquel High, 7/16/23-6/15/24, not to exceed 80 hours

**Elizabeth Shafer**, Math Intervention, Mission Hill Middle, 7/16/23-6/15/24, \$2,000 stipend

**2023-2024 EXTRA WORK ASSIGNMENTS (continued):**

**Jennifer Simington**, TK Class Placement, Westlake Elementary, 7/16/23-8/15/23, not to exceed 3 hours

**Alyssa Snyder**, Caseload Collaboration with Counselors, Soquel High, 7/16/23-8/15/23, not to exceed 10 hours

**Danielle Sugrue**, CPM Training, Learning & Achievement, 7/16/23-8/15/23, not to exceed 17 hours

**Stephanie Tucker**, AFE Ceramics Enrichment Provider, Branciforte Small Schools, 8/16/23-1/15/24, not to exceed 60 hours

**Alexander Valentin**, Social Worker Intern, Branciforte Small Schools, 7/16/23-6/15/24, \$5.000 stipend

**Shelby White**, Caseload Collaboration with Counselors, Soquel High, 7/16/23-8/15/23, not to exceed 10 hours

**Diana Wilson**, Supervising School Psychologist Intern, Special Education, 7/16/23-6/15/24, not to exceed 65 hours

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Classified Personnel Actions

**MEETING DATE:** September 6, 2023

**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 8/28/23*

### • Employment Actions Concerning Regular Assignments •

#### Probationary (New Hires or Temporary Employees Made Regular):

Cahill, Eleri, Paraeducator & Yard Duty Monitor - WL, 3 + .5 hrs/9 mos, effective 8/16/23

Campbell, Benjamin, School Bus Driver - TR, 5 hrs/9 mos, effective 8/14/23

Davis, Lydia, Health Office Assistant - HHS, 3 hrs/9 mos, effective 8/10/23

Eskilson, Joanna, Behavior Technician-Sped - BV, 6.5 hrs/9 mos, effective 8/10/23

Getz, Linda, Paraeducator - WL, 3 hrs/9 mos, effective 8/10/23

Gomez, Jose, Parent/Community Support Coordinator - SCHS, 8 hrs/9 mos, effective 8/10/23

Grotz, Ashley, Program Coordinator-After School, 8 hrs/10 mos, effective 8/9/23

Guevara, Vanessa, Behavior Technician-Sped - BV, 5.2 hrs/9 mos, effective 8/10/23

Guild, Ginger, Paraeducator-Sped - MHMS, 5 hrs/9 mos, effective 8/14/23

Ilic, Elizabeth, Behavior Technician-PBIS - BSS, 6 hrs/9 mos, effective 8/10/23

Leano-Venegas, Gloria, Paraeducator-TK - DLV, 7 hrs/9 mos, effective 8/10/23

Menefee, Paula, Parent/Community Support Coordinator - BV, 6 hrs/9 mos, effective 8/10/23

Miramontes, Miguel, Night Custodian - BV, 8 hrs/12 mos, effective 8/28/23

Nicholson, Darcy, Paraeducator-Academic Intervention - BV, 3.95 hrs/9 mos, effective 8/14/23

Olson, Elizabeth, Paraeducator-Sped - WL, 5 hrs/9 mos, effective 8/18/23

Perez, Alejandra, Food Service Worker I - FS, 3.5 hrs/9 mos, effective 8/10/23

Randazzo, Tim, Night Custodian - SHS, 8 hrs/12 mos, effective 8/21/23

Ripley, Sophie, Paraeducator-Sped - DLV, 5 hrs/9 mos, effective 8/10/23

Sanchez Ortega, Maria, Night Custodian - WL, 8 hrs/12 mos, effective 8/21/23

Sanders, Vanessa, Site Accounting Technician - SCHS, 5 hrs/10 mos, effective 8/14/23

Sheehan, Eileen, Food Service Worker I - FS, 3.5 hrs/9 mos, effective 8/10/23

Smith, Kelly, Paraeducator-Academic Intervention and Yard Duty Monitor - WL, 3 hrs/9 mos and  
.15 hr/9 mos, effective 8/10/23



Thompson, Leslie, Site Accounting Technician - SHS, 5 hrs/10 mos, effective 8/14/23

Trutna, Andraya, Paraeducator-Sped - WL, 5 hrs/9 mos, effective 8/21/23

Zamarripa, Montserrat, Paraeducator-After School - GA, 3.9 hrs/9 mos, effective 8/10/23

**Additional Position:**

Forbus, Sonya, Yard Duty Monitor - DL, .7 hrs/9 mos, effective 8/15/23

**Increase Hours:**

Henderson, Jesse, Yard Duty Monitor - WL, from .53 hrs/9 mos to .6 hrs/9 mos, effective 9/1/23

**Decrease Hours:**

Getz, Linda, Paraeducator - WL, from 3.8 hrs/9 mos to 3 hrs/9 mos, effective 8/10/23

Gomez, Vince Curtis, Lead Technology Specialist - IT, from 8 hrs/12 mos to 5.6 hrs/12 mos,  
effective 8/14/23

Gomez, Vince Curtis, Lead Technology Specialist - IT, from 5.6 hrs/12 mos to 4 hrs/12 mos,  
effective 9/1/23

**Transfer:**

Pezzolo, Celeste, Behavior Technician-Sped, from BMS to HHS, 5.2 hrs/9 mos, effective 8/28/23

Veloz, Hilda, Paraeducator-Sped, 5 hrs/9 mos, from HHS to BMS effective 8/10/23

**Out of Class Work:**

Bautista, Cindy, Director-Human Resources - HR, not to exceed 33 hrs, 7/16 - 8/15/23

Bautista, Cindy, Executive Assistant I - HR, not to exceed 3 hrs, 7/16 - 8/15/23

**Promotion:**

Bautista, Cindy, from Human Resources Technician to Executive Assistant I - HR, 8 hrs/12 mos,  
effective 8/9/23

**Reinstate/ Lateral Move:**

Pope, Katharine, Paraeducator-Academic Intervention - MHMS, 3.95 hrs/9 mos, effective 8/10/23

**Separation from Position (Maintaining Other Position/s):**

Hernandez, Maria, Yard Duty Monitor - GA, .5 hrs/9 mos, effective 8/1/23

Kiernan, Megan, Yard Duty Monitor - GA, .9 hrs/9 mos, effective 6/15/22

Nunez Lara, Gerardo, Night Custodian - BV, 8 hrs/12 mos, effective 8/25/23

Puzon, Jasha, Yard Duty Monitor - BV, 1.6 hrs/9 mos, effective 6/30/23

**Separation from Service:**

Chavez, Audrey, Paraeducator-Sped - WL, 5 hrs/9 mos, effective 9/1/23

Chavez Cruz, Laura, Food Service Worker I - FS, 3.5 hrs/9 mos, effective 7/1/23

Dominique, Jayden, Paraeducator & Yard Duty Monitor - BV, 1.8 hrs/9 mos and .45 hrs/9 mos, effective 7/1/23

Harper, Camille, Student Data Technician-Sped - SP, 8 hrs/12 mos, effective 8/18/23

Karst, Katana, Yard Duty Monitor - BV, 1.6 hrs/9 mos, effective 8/1/23

Lawrence, Christopher, Paraeducator - WL, 3 hrs/9 mos, effective 8/9/23

Luis-Martinez, Citlali, Behavior Technician-Sped - BMS, 6.5 hrs/9 mos, effective 8/4/23

Ruiz, Miguel, Night Custodian - WL, 8 hrs/12 mos, effective 8/11/23

Sides, Venn, Paraeducator-After School - GA, 3.9 hrs/9 mos, effective 8/1/23

Toro Medina, Michelle, Paraeducator - DL, 3 hrs/9 mos, effective 7/1/23

Villa, Ricardo, Paraeducator-Sped - HHS, 3.8 hrs/9 mos, effective 8/8/23

**Voluntary Demotion:**

Henderson, Jesse - WL, from Paraeducator-Academic Intervention, 2.5 hrs/9 mos to Paraeducator, 3 hrs/9 mos, effective 9/1/23

• **Short Term (not to exceed 126 days) and Substitutes** •

**New Substitute and Short Term Employees:**

Almond, Cassidy, Paraeducator-Academic Intervention - MHMS, not to exceed 760 hrs, 7/16/23 - 6/15/24

Jones, Emma, Paraeducator-TK - WL, effective 8/1/23

Jordan, Olivia, Instructional Specialist - HHS, not to exceed 138 hrs, 8/14 - 10/15/23

Smith, Jennifer, Registrar - SHS, not to exceed 40 hrs, 7/16 - 9/15/2023

Stoops, Ben, Night Custodian - HHS, not to exceed 100 hrs, 8/7/23 - 6/30/24

Woods, Emily, Yard Duty Monitor - BV, not to exceed 30 hrs, 8/1 - 9/15/23

**Existing Substitute and Short Term Employees:**

Carrillo, Leah, Campus Safety Supervisor - MHMS, not to exceed 15 hrs, 7/16 - 10/15/23

Casey, Patrick, School Bus Driver - TR, not to exceed 50 hrs, 8/1/23 - 1/15/24

Farr Jr., Roger, Food Service Worker I - FS, not to exceed 14 hrs, 8/1/23 - 5/31/24

Flores, Elliot, Groundskeeper I - M/O, not to exceed 60 hrs, 7/16 - 9/15/23

Flores, Elliot, Maintenance Specialist - M/O, not to exceed 3 hrs, 7/16 - 8/15/23

Halverson, Bradley, Paraeducator-After School - BV, not to exceed 70 hrs, 8/10 - 12/15/23

Havens, Tim, Night Custodian - BV, not to exceed 24 hrs, 8/16 - 8/18/23

Havens, Tim, Night Custodian - MHMS, not to exceed 80 hrs, 7/16/23 - 6/30/24

Havens, Tim, Night Custodian - WL, not to exceed 16 hrs, 7/16 - 8/15/23

Kuszar, Kathryn Library/Media Assistant - SHS, not to exceed 3 hrs, 7/16 - 8/15/23

Lowery, Dwight, Playground/Recess Coach - SHS, not to exceed 200 hrs, 7/16/23 - 6/15/24

Manako, Annie, Paraeducator-Academic Intervention - BV, not to exceed 200 hrs, 8/10 - 12/15/23

Miramontes, Miguel, Night Custodian - BMS, not to exceed 80 hrs, 8/8 - 8/22/23

Miramontes, Miguel, Night Custodian - DL, not to exceed 40 hrs, 8/16/23 - 6/15/24

Miramontes, Miguel, Night Custodian - HHS, not to exceed 100 hrs, 8/16/23 - 6/30/24

Navarro Ortiz, Melissa, Night Custodian - BV, not to exceed 146 hrs, 7/16 - 8/15/23

Navarro Ortiz, Melissa, Office Assistant - WL, not to exceed 6 hrs, 7/16 - 8/15/23

Navarro Ortiz, Melissa, Paraeducator-TK - WL, not to exceed 14 hrs, 7/16 - 8/15/23

Navarro Ortiz, Melissa, Paraeducator - WL, not to exceed 6 hrs, 7/16 - 8/15/23  
Ortiz Pantoja, Julian, Maintenance Specialist - M/O, not to exceed 180 hrs, 7/16 - 10/15/23  
Randazzo, Tim, Night Custodian - SHS, not to exceed 650 hrs, 7/16 - 11/15/23  
Ronning, Linda, Paraeducator - DL, not to exceed 250 hrs, 8/16/23 - 6/15/24  
Ryan, Michael, Night Custodian - M/O, not to exceed 432 hrs, 7/16/23 - 6/30/24  
Sanchez Ortega, Maria, BMS, not to exceed 160 hrs, 7/10/23 - 8/7/24  
Sanchez Ortega, Maria, DL, not to exceed 100 hrs, 8/11/23 - 6/15/24  
Sanchez Ortega, Maria, WL, not to exceed 16 hrs, 7/16 - 8/15/23  
Stoops, Ben, Night Custodian - BMS, not to exceed 24 hrs, 8/16 - 8/18/23  
Stoops, Ben, Night Custodian - DL, not to exceed 40 hrs, 8/16/23 - 6/15/24  
Tristan Lopez, Alejandra, Paraeducator-Sped - WL, not to exceed 16.15 hrs, 7/16 - 8/15/23

**Regular Employees (Extra Hours, Short Term Assignments, or Substitute Assignments):**

Akram, Yosif, Yard Duty Monitor - DL, not to exceed 15 hrs, 8/16/23 - 6/15/24  
Albaran, Andrew, Maintenance Specialist - HR, not to exceed 1 hr, 8/7/23  
Angulo Lupercio, Lisset, School Administrative Assistant III - HR, not to exceed 1 hr, 8/7/23  
Artiga de Paz, Erika, Night Custodian - M/O, not to exceed 32 hrs, 7/16 - 9/15/23  
Arvilla, Kaia, Paraeducator-Academic Intervention - HR, not to exceed 1 hr, 8/7/23  
Auble, Sara, ELPAC Proctor - L/A, not to exceed 32 hrs, 7/16 - 8/15/23  
Avila, Catarina, Food Service Worker I - FS, not to exceed 30 hrs, 8/1/23 - 5/31/24  
Ayala Melendres, Cynthia, Paraeducator-After School - BMS, not to exceed 175 hrs, 8/16/23 -  
5/30/24  
Bachar, William, School Bus Driver - HR, not to exceed 1 hr, 8/7/23  
Bachar, William, School Bus Driver - TR, not to exceed 120 hrs, 8/1/23 - 1/15/24  
Barrett, Courtney, Playground/Recess Coach - DL, not to exceed 15 hrs, 8/16/23 - 6/15/24  
Barrett, Courtney, Playground/Recess Coach - HR, not to exceed 1 hr, 8/7/23  
Baxley, Leda, Paraeducator-Academic Intervention - HHS, not to exceed 8 hrs, 8/9 - 8/15/23  
Benetua, Jacqueline, Grant Writer-Resource Development Coordinator - HR, not to exceed 1 hr,  
8/7/23

Bernal, Guadalupe, Food Service Worker II - FS, not to exceed 21 hrs, 8/1/23 - 5/31/24

Brandi, Taylor, Paraeducator-After School - HR, not to exceed 1 hr, 8/7/23

Branoff, Stuart, Paraeducator-Academic Intervention - BV, not to exceed 55 hrs, 7/24 - 8/15/23

Buckius, Sarah, Site Program Coordinator - HR, not to exceed 1 hr, 8/7/23

Buta, Marietta, Paraeducator-Sped - HR, not to exceed 1 hr, 8/7/23

Byrd, Sierra, Textbook/Media Assistant - SCHS, not to exceed 200 hrs, 7/16/23 - 6/15/24

Carreno Contreras, Eunice, Food Service Worker III - FS, not to exceed 35 hrs, 8/1/23 - 5/31/24

Carrillo Salinas, Pilar, Food Service Worker III - FS, not to exceed 35 hrs, 8/1/23 - 5/31/24

Castaneda, Frances, School Bus Driver - TR, not to exceed 24 hrs, 8/1/23 - 1/15/24

Castellanos, Wanda, Food Service Worker II - FS, not to exceed 35 hrs, 8/1/23 - 5/31/24

Castillo-Musante, Carolyn, Paraeducator-Academic Intervention - GA, not to exceed 2 hrs, 7/16 - 8/15/23

Chavez Cruz, Laura, Food Service Worker I - FS, not to exceed 28 hrs, 8/1/23 - 5/31/24

Chavez De Avila, Maria, Food Service Worker I - FS, not to exceed 32 hrs, 8/1/23 - 5/31/24

Coil, Elise, Food Service Worker I - FS, not to exceed 32 hrs, 8/1/23 - 5/31/24

Corbin, Sydney, Paraeducator-Sped - SP, not to exceed 5 hrs, 8/16 - 9/15/23

Cortez, Estevan, Registrar - HHS, not to exceed 45 hrs, 7/16 - 9/15/23

Cripe, Cynthia, Food Service Worker III - FS, not to exceed 35 hrs, 8/1/23 - 5/31/24

Davis, Lydia, Health Office Assistant - HR, not to exceed 1 hr, 8/7/23

Davis, Lydia, Health Office Assistant - SP, not to exceed 300 hrs, 8/1/23 - 6/15/24

Davis, Lydia, Health Office Assistant - STU, not to exceed 15 hrs, 8/1 - 8/15/23

Delgado, Guadalupe, School Bus Driver - HR, not to exceed 1 hr, 8/7/23

Dew, Christopher, Playground/Recess Coach - BV, not to exceed 160 hrs, 8/10 - 12/15/23

Dimarzio, Ruth, Food Service Worker II - FS, not to exceed 35 hrs, 8/1/23 - 5/31/24

Elliott Perkins, Pam, School Administrative Assistant II - BMS, not to exceed 15 hrs, 7/16-8/15/23

Eskilson, Joanna, Behavior Technician-Sped - HR, not to exceed 1 hr, 8/7/23

Eskilson, Joanna, Behavior Technician-Sped - SP, not to exceed 22 hrs, 8/1 - 8/15/23

Estrada Ramirez, Mireya, Food Service Worker I - FS, not to exceed 32 hrs, 8/1/23 - 5/31/24

Evans, Sandra, Food Service Worker II - FS, not to exceed 35 hrs, 8/1/23 - 5/31/24

Fernandez, Javier, School Bus Driver-Fleet Technician - TR, not to exceed 75 hrs, 8/1/23 - 1/15/24

Fernandez, Maia, Program Coordinator-After School - not to exceed 2 hrs, 7/16 - 8/15/23

Galindo Ramirez, Rosa, Food Service Worker I - FS, not to exceed 4 hrs, 8/2 - 9/1/23

Gaona, Mireya, Parent/Community Support Coordinator - SHS, not to exceed 40 hrs, 7/16 - 8/15/23

Gardner, Kelly, Food Service Worker I - FS, not to exceed 32 hrs, 8/1/23 - 5/31/24

Gomez, Jose, Parent/Community Support Coordinator - SCHA, not to exceed 25 hrs, 7/16 - 8/9/23

Gonzales, Laura, ELPAC Proctor - L/A, not to exceed 32 hrs, 7/16 - 8/15/23

Griffith, Madiha, Paraeducator-Sped - SP, not to exceed 60 hrs, 8/16/23 - 6/15/24

Grotz, Ashley, Program Coordinator-After School - BV, not to exceed 15 hrs, 8/1 - 8/15/23

Gonzales, Christina, Paraeducator-After School - GA, not to exceed 180 hrs, 7/16/23 - 6/15/24

Guevara Cruzado, Vanessa, Behavior Technician-Sped - SP, not to exceed 22 hrs, 8/1 - 8/15/23

Guevara Cruzado, Vanessa, Behavior Technician-Sped - HR, not to exceed 1 hr, 8/7/23

Hernandez, Rosie, Yard Duty Monitor - DL, not to exceed 15 hrs, 8/16/23 - 6/15/24

Ilic, Elizabeth, Behavior Technician-PBIS - HR, not to exceed 1 hr, 8/7/23

Jani, Taylor, Paraeducator-After School - HR, not to exceed 1 hr, 8/7/23

Jones, Yvette, Food Service Worker I - FS, not to exceed 32 hrs, 8/1/23 - 5/31/24

Kemerling, Mark, School Bus Driver - TR, not to exceed 100 hrs, 8/1/23 - 1/15/24

Kemerling, Patricia, Site Accounting Technician - HHS, not to exceed 50 hrs, 7/15 - 10/16/23

Kerner, Kevin, Yard Duty Monitor - DL, not to exceed 15 hrs, 8/16/23 - 6/15/24

Kiefer, Taylor, Accompanist - SCHS, not to exceed 108 hrs, 7/16/23 - 6/15/24

Leano Venegas, Gloria, Paraeducator-TK - HR, not to exceed 1 hr, 8/7/23

Long, Michael, Food Service Worker I - FS, not to exceed 35 hrs, 8/1/23 - 5/31/24

Lopez, Areli, Paraeducator-After School - GA, not to exceed 102 hrs, 7/16 - 8/15/23

Lopez, Roy, Food Service Worker I - FS, not to exceed 32 hrs, 8/1/23 - 5/31/24

Luna Hernandez, Maria, Food Service Worker I - FS, not to exceed 32 hrs, 8/1/23 - 5/31/24

Lusardi, Kathryn, Food Service Worker I - FS, not to exceed 32 hrs, 8/1/23 - 5/31/24

Kuszmar, Kathryn, Library/Media Assistant - SHS, not to exceed 3 hrs, 7/16 - 8/15/23

Leano Venegas, Gloria, Child Care - DL, not to exceed 15 hrs, 8/16/23 - 6/15/24

MacDonald, Kris, Registrar - SHS, not to exceed 24 hrs, 7/16 - 8/15/23

MacDonald, Kris, School Administrative Assistant IV - SCHS, not to exceed 24 hrs, 7/16 - 8/9/23

Macias, Leticia, Food Service Worker I - FS, not to exceed 32 hrs, 8/1/23 - 5/31/24

Marizette, Gail, Office Assistant - BV, not to exceed 50 hrs, 7/24 - 8/15/23

McCauley, Megan, Behavior Technician-Sped - SP, not to exceed 2 hrs, 8/15/23

McInnis, Lauren, Mental Health Specialist - SP, not to exceed 2 hrs, 8/15/23

Menefee, Paula, Parent/Community Support Coordinator - HR, not to exceed 1 hr, 8/7/23

Middour, Gwyneve, Food Service Worker I - FS, not to exceed 28 hrs, 8/1/23 - 5/31/24

Miller, Lisa, Behavior Technician-PBIS - WL, not to exceed 8 hrs, 7/16 - 8/15/23

Mongiello, Olivia, ELPAC Proctor - L/A, not to exceed 32 hrs, 7/16 - 8/15/23

Moran, Patricia, Food Service Worker III - FS, not to exceed 14 hrs, 8/1/23 - 5/31/24

Moreno, Eduardo, Behavior Technician-PBIS - GA, not to exceed 9 hrs, 7/16 - 8/15/23

Moreno, Eduardo, Behavior Technician-PBIS - PC, not to exceed 2 hrs, 8/4/23

Munoz Trejo, Mayra, Food Service Worker I - FS, not to exceed 28 hrs, 8/1/23 - 5/31/24

Noguera, Marion, Paraeducator-Sped - SP, not to exceed 5 hrs, 8/16 - 9/15/23

North, Kristine, Behavior Technician-PBIS - BV, not to exceed 8 hrs, 7/16 - 8/15/23

Nunez, Kathrine, Paraeducator-Sped - WL, not to exceed 6 hrs, 7/16 - 8/15/23

Olmedo, Ari, Attendance Technician - WL, not to exceed 40 hrs, 7/16 - 8/15/23

Palmer, Barbie, Paraeducator-Sped - SP, not to exceed 100 hrs, 8/10/23 - 6/15/24

Parks, Elianne, Program Coordinator-After School - GA, not to exceed 20 hrs, 7/24/23 - 8/15/24

Parks, Elianne, Program Coordinator-After School - HR, not to exceed 1 hr, 8/7/23

Pavisc-Bogren, Senka, Paraeducator-Academic Intervention - BSS, not to exceed 125 hrs,  
7/16/23 - 2/15/24

Pean, Veronique, Paraeducator-Sped - HR, not to exceed 1 hr, 8/7/23

Perez, Alejandra, Food Service Worker I - FS, not to exceed 14 hrs, 8/1/23 - 5/31/24

Perez, Alejandra, Food Service Worker I - HR, not to exceed 1 hr, 8/7/23

Perez, Ana, Food Service Worker I - FS, not to exceed 21 hrs, 8/1/23 - 5/31/24

Pezzolo, Celeste, Behavior Technician-Sped - SP, not to exceed 98 hrs, 8/10/23 - 6/15/24

Powell Aguilar, Mayra, Paraeducator-Academic Intervention - DL, not to exceed 88 hrs, 8/21/23 - 6/15/24

Quevedo, Vivian, Paraeducator - BV, not to exceed 25 hrs, 7/3 - 8/15/23

Quintero, Delia, Food Service Worker I - FS, not to exceed 28 hrs, 8/1/23 - 5/31/24

Ramirez, Angelica, Food Service Worker I - FS, not to exceed 28 hrs, 8/1/23 - 5/31/24

Ramirez, Fabian, Food Service Worker I - FS, not to exceed 28 hrs, 8/1/23 - 5/31/24

Reber, Maya, Paraeducator - BSS, not to exceed 125 hrs, 7/16/23 - 2/15/24

Ripley, Sophie, Paraeducator-Sped - HR, not to exceed 1 hr, 8/7/23

Ripley Phipps, Gabriella, Paraeducator-Academic Intervention - BSS, not to exceed 125 hrs, 7/16/23 - 2/15/24

Robinson, Christopher, School Bus Driver - HR, not to exceed 1 hr, 8/7/23

Robinson, Christopher, School Bus Driver - TR, not to exceed 150 hrs, 8/1 - 12/15/23

Robles-Ruiz, Rodrigo, Day Custodian - TR, not to exceed 45 hrs, 7/16 - 12/15/23

Rodriguez, Stephanie, Attendance Technician - DL, not to exceed 200 hrs, 8/7/23 - 6/16/24

Rodriguez Cortez, Jennifer, Behavior Technician-PBIS - HR, not to exceed 1 hr, 8/7/23

Rovick, Angela, Child Care - DL, not to exceed 15 hrs, 8/16/23 - 6/15/24

Salgado De Santos, Maria, Food Service Worker II - FS, not to exceed 21 hrs, 8/1/23 - 5/31/24

Sanchez, Raul, Paraeducator-Sped - BSS, not to exceed 6 hrs, 7/16 - 10/15/23

Sanchez Ortega, Martin, Day Custodian - DL, not to exceed 8 hrs, 8/18 - 12/15/23

Serna Castaneda, Jessica, Parent/Community Support Coordinator - BMS, not to exceed 90 hrs, 7/1/23 - 5/30/24

Sheehan, Eileen, Food Service Worker I - FS, not to exceed 20 hrs, 8/1/23 - 5/31/24

Sheehan, Eileen, Food Service Worker I - HR, not to exceed 1 hr, 8/7/23

Sliney, Lisa, School Administrative Assistant II - MHMS, not to exceed 41 hrs, 7/16 - 8/15/23

Smith, Kelly, Paraeducator-Academic Intervention - HR, not to exceed 1 hr, 8/7/23

Solorio Cuevas, Olga, Yard Duty Monitor - DL, not to exceed 15 hrs, 8/16/23 - 6/15/24

Solorio Cuevas, Olga, Paraeducator-Academic Intervention - DL, not to exceed 88 hrs, 8/21 - 6/15/24



Sorber, Madeline, Paraeducator - GA, not to exceed 40 hrs, 7/16 - 11/15/23  
Stocker, Christina, Paraeducator-Sped - BV, not to exceed 18 hrs, 8/7 - 8/15/23  
Tani, Julia, Paraeducator-TK - HR, not to exceed 1 hr, 8/7/23  
Trayer, Katelyn, Paraeducator-Sped - HR, not to exceed 1 hr, 8/7/23  
Trumbell, Jesse, Campus Safety Supervisor - SCHS, not to exceed 24 hrs, 7/16 - 8/16/23  
Vagseth, Aud, Food Service Worker I - FS, not to exceed 18 hrs, 8/1/23 - 5/31/24  
Walls, April, School Administrative Assistant III - SHS, not to exceed 175 hrs, 7/1 - 10/15/23  
Waters, Peggy, Yard Duty Monitor - DL, not to exceed 15 hrs, 8/16/23 - 6/15/24  
Wofford, Klorissa, Campus Safety Supervisor - BMS, not to exceed 100 hrs, 8/10/23 - 5/31/24  
Zamarripa, Monce, Paraeducator-After School - GA, not to exceed 12 hrs, 7/15/23 - 6/15/24  
Zamarripa, Monce, Paraeducator-After School - HR, not to exceed 1 hr, 7/16 - 8/15/23

**Retired (Short Term Assignments, or Substitute Assignments):**

Young, Jacqueline, Food Service Worker I - FS, not to exceed 14 hrs, 8/1/23 - 5/31/24

• **Eligibility Lists Established** •

Career Development Specialist

Lead Accounting Technician

Office Assistant

School Bus Driver

Site Accounting Technician

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Revised Job Description: School Counselor, Elementary

**MEETING DATE:** September 6, 2023

**FROM:** Molly Parks, Assistant Superintendent of Human Resources

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the revised job description for the School Counselor, Elementary as submitted.

**BACKGROUND:**

The current credential requirement was a CA Pupil Personnel Services Credential for School Counseling. The requirements have been expanded to include a CA Pupil Personnel Services Credential for School Social Work in order to continue providing social-emotional supports.

**FISCAL IMPACT:**

None

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.



**JOB TITLE: Counselor, Elementary**

**JOB SUMMARY**

Under general supervision of the School Principal, to provide a comprehensive counseling and academic guidance program that emphasizes prevention and early intervention services for all children in grades K-5; to consult with staff and provide opportunities for staff development; to consult with parents and provide opportunities for parent education; to provide support to other elementary programs and continually strive to improve the general school climate; to work cooperatively with other community resources to increase the likelihood that children receive appropriate services when their needs exceed the scope of a school-based program; to build community among school, neighborhood, city and county groups and to perform other duties as required.

**ESSENTIAL FUNCTIONS**

- Works in collaboration with the Student Services Department to provide counseling services at designated elementary sites.
- Implements the school counseling and guidance program curriculum and interprets guidance program to students, staff and community.
- Implements the school anti bullying and social skills program.
- Conducts structured, goal-oriented counseling sessions in systematic response to the identified needs of individuals or groups of children, including recurrent themes of coping with family issues, dealing effectively with interpersonal issues, becoming effective and responsible learners, and coping with personal issues.
- Provides prevention and intervention services.
- Consults and collaborates with administrators, teachers, staff and parents in understanding and meeting the needs of students.
- Serves as a member of the Student Study Team and Behavior Supports Team
- Coordinates and conducts parent education programs.
- Plans and implements, in collaboration with teachers, developmentally appropriate guidance activities for all children within regular classrooms.
- Provides consultation to all personnel regarding specific students and general school issues in order to tailor the educational process to the individual and collective needs of children.
- Counsels students regarding attendance.
- Communicates with parents through a variety of means. Holds parent conferences when needed to discuss the individual pupil's progress and to interpret the school program.
- Attends staff meetings and serves on staff committees as necessary or assigned.
- Identifies pupil needs and cooperates with other professional staff members in assessing and helping pupils solve attitude and learning problems.

- Consults and coordinates with in-district and community-based specialists and programs.
- Assists children and their families in locating support services to meet their needs.
- Acts as an advocate for groups of children or individual students as system decisions are made.
- Provides articulation between the elementary and middle school guidance programs and assists in orienting children making the transition.
- Attends required trainings and conferences.
- Maintains professional competence through participation in in-service education activities provided by the district or in self-selected professional growth activities.
- Performs other duties as assigned.

### **MINIMUM QUALIFICATIONS**

The requirements listed below are representative of the knowledge, skills and abilities required to satisfactorily perform the essential duties and responsibilities.

### **KNOWLEDGE OF**

National Counseling Standards; principles, methods, techniques, strategies, and trends in educational, career, social and emotional counseling; applicable aptitude, interest, and achievement appraisal instruments, techniques and procedures; social and youth service agencies in the local area; program evaluation and research strategies; appropriate curriculum and instructional programs for students with various aptitudes and interests; character education and gang prevention programs; positive discipline and behavior supports.

### **EXPERIENCE**

Previous experience working with elementary school students in a counseling setting. Bilingual (English/Spanish) is desirable.

### **LICENSES AND CERTIFICATIONS**

- Valid California Pupil Personnel Services Credential for School Counseling *or School Social Work*
- Masters in School Counseling or Masters in Social Work or Masters in Marriage and Family Therapy with a PPS credential
- Valid California Drivers License

### **PHYSICAL REQUIREMENTS**

Incorporated within one or more of the essential functions of this position are the following essential physical requirements:

- Ability to see for purposes of reading correspondence, documents and other printed matter and to observe students.
- Ability to hear and understand speech at normal levels in person and/or on the telephone.
- Ability to communicate so others will be able to clearly understand a normal conversation in person and/or on the telephone.

### **WORKING CONDITIONS**

- Office working environment subject to sitting at a desk and/or conference table for long periods of time, using telephone for prolonged periods of time, and reaching in all directions.
- School working environment subject to bending, crouching or kneeling to assist students, pushing/pulling and lifting of instructional equipment and supplies, sitting on chairs and/or floor and leaning over desks for prolonged periods of time and reaching in all directions.

*Board Approved ~~10-30-11~~ 9-6-23*

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Revised Job Description: School Counselor, Secondary

**MEETING DATE:** September 6, 2023

**FROM:** Molly Parks, Assistant Superintendent of Human Resources

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the revised job description for the School Counselor, Secondary as submitted.

**BACKGROUND:**

The School Counselor, Secondary job description has been updated to reflect the current duties counseling standards and qualifications required of this position. The previous job description was adopted in 1989. Due to the age, type-written format of the previous version and numerous updates, we are unable to track the changes on the proposed version.

**FISCAL IMPACT:**

None

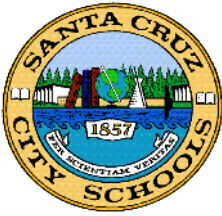
This work is in direct support of the following District goals and their corresponding metrics:

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.



**JOB TITLE: School Counselor, Secondary**

**JOB SUMMARY**

Under the supervision of the site principal or designated administrator, provide a full range of professional student services utilizing leadership, advocacy, and collaboration to promote student success, provide preventive services, and respond to identified student needs; implement a comprehensive school counseling program that addresses academic, career, and personal/social development for all students.

**ESSENTIAL FUNCTIONS**

- Manage a comprehensive school counseling program.
  - Discuss the comprehensive school counseling program with school administrators. Communicate the goals of the comprehensive school counseling program to education stakeholders.
  - Maintain current and appropriate resources for education stakeholders.
  - Use 80% of time providing services through the Guidance Curriculum, Individual Student Planning and Preventive and Responsive Services and 20% of time in program management, system support and accountability
- Implement developmentally appropriate and prevention-oriented group activities to meet student needs and school goals.
- Individual Student Planning
  - Assist all students, individually or in groups, with developing academic, career and personal/social skills, goals, plans and transitions.
  - Accurately and appropriately interpret and utilize student data.
  - Collaborate with parents/guardians and educators to assist students with educational and career planning.
- Preventive and Responsive Services
  - Provide individual and group counseling to students with identified concerns and needs and make appropriate referrals to support services.
  - Provide immediate crisis intervention as needed on site and district wide; may serve as a member of the Crisis Intervention Response Team.
  - Consult and collaborate effectively with parents/guardians, teachers, administrators and other educational/community resources regarding students with identified concerns and needs.
  - Serve as a member of the Student Study Team and Individualized Educational Program (IEP) Team, when appropriate.
  - Accurately and appropriately use assessment procedures for determining and structuring individual and group counseling services.
- System Support

- Provide appropriate information to staff related to the comprehensive school counseling program.
- Assist teachers, parents/guardians and other stakeholders in interpreting and understanding student data.
- Participate in professional development activities to improve knowledge and skills.
- Adhere to laws, policies, procedures, and ethical standards of the school counseling profession.
- Accountability
  - Collect and analyze data to guide program direction and emphasis on an annual basis.
  - Monitor student academic performance, behavior and attendance and assist with appropriate interventions.
- Perform additional supervision or related duties as assigned by administration.

### **PHYSICAL DEMANDS AND WORKING CONDITIONS**

The position requires the mental acuity to advise and consult with students, administrators, parents and others relating to counseling programs and services; sit for extended periods of time; visual acuity to see and read a computer screen, laws and codes, rules and policies, with or without vision aides; hear and understand speech at normal room levels and to understand speech on the telephone; speak in audible tones so that others may understand clearly in normal conversations; physical agility to lift up to 25 pounds to shoulder height and up to 30 pounds to waist height; may come into contact with angry, disgruntled, or disturbed individuals during the course of work.

### **QUALIFICATIONS AND REQUIREMENTS**

**Knowledge of:** Organization and direction of the operations and activities involved in the development and implementation of secondary counseling programs and services; academic requirements for college and career paths; principles and practice of counseling for students and their families; resources available to students and families; social development of adolescents and barriers to academic and social success

**Skills in:** Assessment of student needs related to social and academic skills; academic advisement; professional communication with staff, parents, agencies and the community; social-emotional counseling; teaching problem solving and social skills; managing deadlines and recordkeeping requirements.

**Ability to:** Speak, read and write in English; utilize or quickly learn to utilize computer equipment and word processing software to enter general documents; maintain composure in stressful situations; communicate clearly and concisely, both orally and in writing; and establish and maintain cooperative working relationships with those contacted in the course of work.

**Licenses/Certificates:** Valid California Pupil Personnel Services Credential for School Counseling; a valid California driver's license

*First and Final Reading – September 6, 2023*



**SANTA CRUZ CITY SCHOOL DISTRICT**

**AGENDA ITEM:** Revised Job Description and Salary Placement: Site Accounting Technician

**MEETING DATE:** September 6, 2023

**FROM:** Molly Parks, Assistant Superintendent of Human Resources

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the new salary placement for Site Accounting Technician from Range 31 to Range 32.

**BACKGROUND:**

The Personnel Commission conducted a study between the Site Accounting Technician and Accounts Payable Technician positions and found that there was not enough difference between the two job descriptions to warrant a difference in pay. They voted to change the pay rate on June 6, 2023. There are currently three employees in this job classification.

**FISCAL IMPACT:**

\$2,874.67 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: 8.3.3.5**

# SANTA CRUZ CITY SCHOOLS

## JOB DESCRIPTION

### SITE ACCOUNTING TECHNICIAN

---

#### **DEFINITION:**

Under the direction of the Site Administrator, perform responsible accounting, record-keeping and reporting tasks in support of a school site; prepare various financial, administrative and statistical reports and records of funds administered by the site, including, ASB and District fund sources; ensure funds are allocated to appropriate funding sources and are aligned with District policy and procedures, state and federal mandates, California Education Codes and FCMAT guidelines.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Assist Site Administrator in the development of school site and department budgets; ensure appropriate allocation and expenditures of funds administered by school site including ASB, District allocations, grants, donations and other funding sources; comply with District policies and procedures, state, local and federal statutes and mandates, FCMAT guidelines and California Education Codes.
- Prepare school site and department budget reports; monitor accounts, fund allocations and department and school-wide account balances; meet with administrators and staff to identify purchasing and spending needs; initiate budget transfers as appropriate.
- Serve as information resource to administrators, teachers, students, and parent groups; provide up-to-date information on funding sources, approved vendors for goods and services and current balances on individual and departments accounts; assist staff with vendor search and obtaining price quotes.
- Assist Athletic Directors with team budgets; monitor team accounts on an on-going basis; advise administrators, Athletic Directors, Activity Directors, coaches, team parents, club advisors and student club officers on ASB policy and procedures; ensure budgets and activity funds are in compliance with ASB policy and procedures, District, FCMAT and Education Code guidelines.
- Enter District requisitions and change orders with proper fund codes into computerized system; generate ASB purchase orders and send to vendors by site; receive and process funds for deposits from state, federal and local grants, apportionments, student clubs, donation, athletics events, student store, scholarship accounts, parking permits and other student fees.
- Set up and maintain fiscal records on all school activities, including ASB accounts, and other funding sources.
- Establish and maintain accounts payable and receivable for assigned accounts.
- Review and process ASB fundraisers and pre-approval requests; audit expense reimbursements and petty cash requests; prepare petty cash checks; submit petty cash reports and staff expense reimbursements to District office; reconcile bank statements for petty cash and ASB checking and savings accounts.
- Verify bank deposits for ASB and District direct deposits; prepare direct deposit report and submit to District offices; issue checks for ASB invoices and reimbursements; verify information by purchase orders and pre-approvals.
- Process District stipend bill; receive and process goods and services received; route invoice to staff and appropriate department; resolve invoice discrepancies; advise vendors of payment policy.
- Sell and provide receipts for yearbooks, PSAT, AP Tests, lost books, parking passes, tickets and Physical Education uniforms.
- Prepare cash boxes and ticket reports for admission to school events and fundraisers.
- Enter student fees in computerized system; process and remove fees paid.
- Prepare annual closeout including closing of purchase orders and other financial transactions; balance end of the year bank statements; compile information for audit visits.
- Prepare ASB Year End Financial and ASB Vendor 1099 Reports.
- Communicate with personnel and outside agencies to exchange information and resolve issues or concerns.
- Operate a variety of office equipment including a computer and assigned software.

- Perform various clerical duties in support of assigned functions as required; prepare routine correspondence; duplicate and distribute materials.

#### **OTHER DUTIES:**

- Perform related duties as assigned.

#### **REQUIRED QUALIFICATIONS:**

##### Education and Experience:

- Any combination equivalent to: graduation from high school and three years clerical accounting and bookkeeping experience, or Bachelor's degree and one year of clerical accounting experience.

##### Knowledge of:

- Methods, procedures and terminology used in clerical accounting work.
- Financial and statistical record-keeping techniques.
- Preparation, review and control of assigned accounts.
- Preparation of financial statements and comprehensive accounting reports.
- Data control procedures and data entry operations.
- Modern office practices, procedures and equipment.
- Operation of a computer and assigned software.
- Oral and written communication skills.
- Interpersonal skills using tact, patience and courtesy.
- Arithmetic computations.

##### Ability to:

- Perform a variety of complex clerical accounting duties in support of assigned accounts and functions.
- Prepare and maintain accurate financial and statistical records and reports.
- Verify, balance and adjust assigned accounts.
- Compare numbers and detect errors efficiently.
- Reconcile, balance and audit assigned accounts.
- Assemble, organize and prepare data for records and reports.
- Process and record accounting transactions accurately.
- Prepare and reconcile statements, ledgers, balance sheets and other financial documents.
- Operate standard office equipment including a computer and assigned software.
- Understand and follow oral and written instructions.
- Meet schedules and time lines.
- Communicate effectively both orally and in writing.
- Establish and maintain effective working and cooperative relationships with others and maintain regular attendance.
- Make arithmetic computations with speed and accuracy.

#### **WORKING CONDITIONS:**

##### Work Environment:

- Indoor/Office environment.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Dexterity of hands and fingers to operate a computer keyboard.
- Seeing to read a variety of materials.
- Hearing and speaking to exchange information.
- Sitting for extended periods of time.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed.

**Approved by Personnel Commission: 6/6/2023**

**Approved by Governing Board: TBD Meeting 9/6/2023**

**Salary Range: 32**

**SANTA CRUZ CITY SCHOOL DISTRICT**

**AGENDA ITEM:** Job Description Revision: Behavior Technician Special Education  
**MEETING DATE:** September 6, 2023  
**FROM:** Molly Parks, Assistant Superintendent of Human Resources  
**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the revised job description for Behavior Technician Special Education.

**BACKGROUND:**

Behavior Technicians for Special Education work with the Students Achieving Independence and Life success (SAIL) teams at Bay View, Branciforte Middle School, and Harbor High School. The job description is being updated to accurately reflect the physical nature of the position.

**FISCAL IMPACT:**

None

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

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

**AGENDA ITEM: 8.3.3.6**

**SANTA CRUZ CITY SCHOOLS**  
JOB DESCRIPTION

BEHAVIOR TECHNICIAN - SPED

---

**DEFINITION:** Under the direction of the Principal and Special Education Administrator, ~~assist School Counselor and Teachers to~~ provide behavioral support and instructional assistance to students emotional and other related behaviors in an assigned classroom or other learning environment; provide positive behavior interventions and instructional support strategies to assigned students; collect, maintain, and record data on student behavior; perform a variety of clerical and supportive tasks.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Assist school staff in the implementation of behavioral intervention strategies, which may involve use of approved behavior modification, physical management techniques or other skills or knowledge to establish and maintain appropriate behaviors.
- Assist assigned students in reaching behavioral, emotional, social goals.
- Perform a variety of clerical duties and supportive tasks including those to preserve the history of interventions; utilize Positive Behavior Support Systems; collect and track data on student behavior; record anecdotal notes on student progress; maintain records, logs and files as assigned.
- Assist students with performing and developing academic, social, behavioral skills; assist in shaping student's behavior through positive reinforcement, redirection and other strategies according to established techniques and procedures; provide positive behavior interventions.
- Assure student understanding of classroom rules and procedures; assist students by answering questions, providing proper examples, emotional support, friendly attitude and general guidance.
- Observe and direct the behavior of students in the classroom and outdoors according to approved procedures; monitor and interact with students during breaks, recess and other school activities as directed; escort students to and from designated school locations.
- Assist students with performing and developing proper social, behavior and self-help skills; assist with lifting and moving students as needed.
- Support distance learning with digital education platform.
- Enroll students and monitor their work using online instructional programs.
- Support and positively reinforce school-wide behavior expectations for on-line learning.
- Assist in maintaining a safe on-line learning community for all students.
- Navigate adopted curriculum websites and assign work in consultation with teacher via digital platform.
- Record instructional videos featuring self.

**OTHER DUTIES:**

- Perform related duties as assigned.

**REQUIRED QUALIFICATIONS:**

Education and Experience:

- Any combination equivalent to: graduation from high school and supplemented by two years of college coursework in psychology, child growth and development and two years' experience working with children in an educational or organized learning environment.
- Requirements specified under Every Student Succeeds Act (ESSA). Special qualifications supported by Title I funds include:
  - Completed at least two years of study at an institution of higher education or,
  - Obtained an associate's or higher degree (college level) or,
  - Met a rigorous standard of quality and can demonstrate, through a formal State or local academic assessment, knowledge of, and the ability to assist in instructing, reading, writing and mathematics.

#### Licenses and other Requirements:

- Mandatory participation in District specialized training in the areas of manual physical student restraint, ~~Therapeutic Crisis Intervention (TCI)~~, Positive Behavior Support Systems and data collection.
- ~~Valid First Aid certification (preferred).~~

#### Knowledge of:

- Child growth and development.
- Developmental, emotional, and behavioral disabilities.
- Behavior intervention modifications, techniques, strategies, plans, procedures, and goals.
- Problems and concerns of students with emotional disorders, learning disabilities, behavior disorders and other special needs.
- Basic principles, goals and objectives of Individual Education Plans (IEP).
- Basic understanding of applied behavior analysis, autism or pervasive developmental disorders and mental illness.
- Basic subjects taught in local schools, including arithmetic, grammar, spelling, language and reading.
- Basic instructional methods and techniques.
- Techniques used in controlling and motivating students.
- Positive student behavior management techniques and strategies.
- Non-verbal and physical intervention techniques.
- Correct English usage, grammar, spelling, punctuation, and vocabulary.
- Classroom procedures and appropriate student conduct.
- Operation of standard office and classroom equipment including a computer and assigned software.
- Intermediate computer and internet skills.
- Basic arithmetic concepts.
- Oral and written communication skills.
- Interpersonal skills using tact, patience, and courtesy.
- Basic data collection and record-keeping techniques.

#### **Ability to:**

- Assist with instruction and related activities in a classroom or assigned learning environment.
- Reinforce instruction to individual or small groups of students as directed by the teacher.
- Demonstrate an understanding, patient, and receptive attitude toward children.
- Distinguish steps in an intervention process.
- Recognize and effectively react to disruptive, abusive, or dangerous behavior.
- Perform a physical restraint.
- Participate as member of a team supporting students' progress and behavior intervention plans.
- Monitor, observe and report student behavior and progress according to approved policies and procedures.
- Learn methods, techniques, process, and materials used to provide instruction and behavioral interventions.
- Maintain regular attendance.

#### **WORKING CONDITIONS:**

##### Work Environment:

- Indoor/Classroom/Outdoor environment.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Dexterity of hands and fingers to operate standard office and classroom equipment.
- Sitting or standing for extended periods of time.

- Bending at the waist, kneeling, or crouching to assist students.
- Moving quickly, running short distances and up/down stairs as needed to maintain physical proximity to students.
- Seeing to read a variety of materials and monitor student activities.
- Lifting, carrying, or pushing moderately heavy objects or students.
- Hearing and speaking to exchange information.

Hazards:

- Potential contact with dissatisfied individuals.
- Potential contact with blood and other body fluids.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed.

**Approved by Personnel Commission: TBD – Meeting 9/5/23**

**Approved by Governing Board: TBD – Meeting 9/6/23**

**Salary Range: 26**



**SANTA CRUZ CITY SCHOOL DISTRICT**

**AGENDA ITEM:** Consultant Services Agreement: WestEd - Elementary

**MEETING DATE:** September 6, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the WestEd contract service agreement for Bay View Elementary.

**BACKGROUND:**

WestEd is a national, non-profit agency with a 50-year track record of delivering high quality, sustained professional services to schools and districts that enable them to improve student achievement, enhance educator effectiveness, and strengthen leadership. This consultant service agreement allows for WestEd staff to provide professional learning and coaching services in English Language Development for the staff at Bay View Elementary. Bay View is in Additional Targeted Support and Improvement (ATSI) for English Learners. This professional development will support the Bay View staff to increase student achievement for English Learners and all students.

Over the course of four days, WestEd staff will provide coaching and instruction in *Quality Teaching for English Learners*. The work will focus on designing lessons that support the development of students' language in all disciplines and developing complex ideas and processes of thinking. Sessions will focus on the WestEd principles of effective instruction.

- Sustain Academic Rigor
- Hold High Expectations
- Engage English Learners in Quality Interactions
- Sustain a Language Focus
- Develop a Quality Curriculum for English Learners

WestEd has worked with Branciforte Middle School in a similar model, with excellent outcomes for their English Learner students. They are also currently working with Mission Hill and Harbor. The district English Language Development Teacher on Special Assignment (TOSA) will also participate in the training to help disseminate learning to other sites.

**FISCAL IMPACT:**

\$22,000 LCFF Base (Unrestricted)

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.

**AGENDA ITEM: 8.4.1.1**

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.

# Santa Cruz City Schools 2023–2024 Elementary Professional Learning Services for English Learners

---

**English Learner and Migrant  
Education Services at WestEd**

730 Harrison Street  
San Francisco, CA 94107

**August 2023**

# Introduction

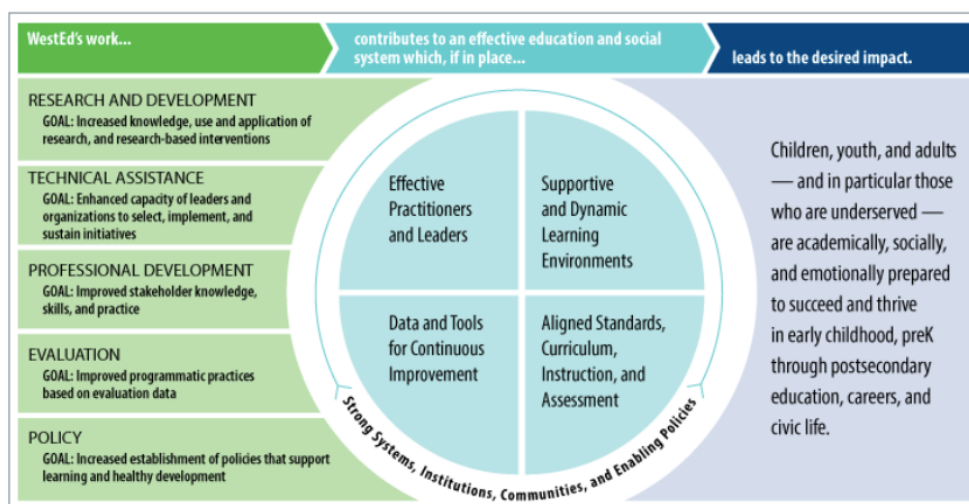
WestEd is pleased to submit this proposal to serve as the partner for the Santa Cruz City Schools (SCCS). WestEd is a large, well-funded, national, nonprofit agency with a 50-year track record of delivering high quality, sustained professional services to schools and districts that enable them to improve student achievement, enhance educator effectiveness, and strengthen school leadership. With over 600 employees across the country, including staff based in San Francisco and regional offices in Alameda, CA, and Sacramento, CA. WestEd has the capacity to deliver high quality professional learning which, with ongoing support from Santa Cruz City Schools leaders, will lead to improved outcomes for English Learners in SCCS schools.

For more than a decade, WestEd has been highly successful in addressing educational inequities for students in schools and districts around the country. WestEd’s staff members are unique in combining experience as practitioners—teachers, school leaders, and district administrators—with a strong focus on understanding what works in education and bridging the gap between research and practice.

WestEd’s mission—to work with education and other communities to promote excellence, achieve equity, and improve learning for children, youth, and adults—is addressed through a full range of projects. The conceptual framework in Figure 1 illustrates:

1. the agency’s primary categories of work,
2. how they contribute to effective systems, which would
3. lead to the desired impact.

Figure 1. Conceptual framework of WestEd work



WestEd provides research- and evidence-based assistance that builds the capacity of and transforms low-performing schools and districts into highly effective learning organizations. We work with education leaders, teachers, and community stakeholders to align the organizational structures and systems within a school or district to support the delivery of effective instruction.

## Executive Summary

WestEd proposes to provide professional learning and coaching services to SCCS to elementary educators at Bay View Elementary School to build the capacity of SCCS’s educators to design and facilitate quality instruction for English Learners. WestEd will provide a combination of **onsite and virtual professional learning** to develop a shared understanding of the theoretical foundations of learning and language development and how those theories translate into practice in elementary classrooms. WestEd will also provide **planning support and technical assistance**, focusing on how to further support teachers to implement shifts in instruction and support site leaders to engage in practices that will support and lead change.

WestEd will provide four onsite days of professional learning and coaching support strands to support up to 40 elementary educators.

## Scope of Work

### Quality Teaching for English Learners (QTEL) Services

The work of the Quality Teaching for English Learners team at WestEd for more than two decades has been focused on the urgent need of supporting U.S. K-12 schools and districts who have seen the continuous expansion of their populations of English Learners, the persistence of major achievement gaps between English Learners and non-English Learners, and the broad diversity of assets and needs of these students who have been designated under a single moniker as “English Learners”. To address these challenges, WestEd’s work has focused on strengthening teachers’ and leaders’ understanding of what quality instruction for English Learners looks like and what kind of knowledge and skill is needed by educators – not only English Language Development teachers, but also general education teachers and subject matter specialists – to know how to evaluate their own progress as well as to make changes that improve these students’ simultaneous conceptual, analytic, and language development.

In the past few years, this work has become increasingly challenging for schools as the standards for learning for all students, including English Learners, have been raised and expanded dramatically to ensure that students are prepared to succeed. To address the need for supporting the development of students’ language in all the disciplines about developing complex ideas and processes of thinking – which is essential now for all students but critical for English Learners –

WestEd has developed principles to guide evaluation, analysis, and improvement of effective instruction. These principles are guided by sociocultural and sociolinguistic learning theories about how people learn, as well as how they learn in a new language. Together these principles comprise a vision of quality teaching that builds deep conceptual understanding, strong analytical practices, and the language needed to communicate and engage in rigorous discourse and learning. These principles include:

- *Sustain Academic Rigor* in teaching English Learners by promoting deep disciplinary knowledge and developing central ideas of a discipline in all their interconnectedness and interrelationships. Central to this principle is the development of students' capacity to use higher order thinking by teaching them how to combine facts, synthesize and evaluate ideas, and generate new meanings and understandings. There is a focus on the substantive and generative concepts and skills in a discipline by encouraging complex subject matter understandings and arguments.
- *Hold High Expectations* in teaching English Learners by engaging students in high-challenge and high-support tasks that provide multiple entry points to address the academic and linguistic heterogeneity of the classroom. This principle also considers the scaffolds that facilitate students' entry into activities and their success with them as well as promotes apprenticeship and increased participation over time.
- *Engage English Learners in Quality Interactions*, defined as the enactment of interactions that are both sustained and deep and that build knowledge in relevant aspects of the discipline. Students and teacher engage in a dialogue that is not scripted and builds on the participants' ideas to promote deep understanding of concepts. Talk is about the subject matter and encourages reasoning, argumentation, questioning, and the generalization of ideas.
- *Sustain a Language Focus* in teaching English Learners by explicitly developing disciplinary language, discussing how language works, and highlighting the characteristics of different genres and subject-specific discourse. It also entails the notion that teacher language use is amplified, not simplified, for all students, regardless of their level of ability.
- *Develop a Quality Curriculum* for English Learners that has long-term goals and benchmarks, is problem-based, and requires sustained attention beyond a single lesson. The curriculum is spiraling in nature, therefore enabling students to move from ambiguity to clarity and increasingly to understand new concepts, skills and language. The curriculum weaves knowledge and interconnects ideas with the student's own reality as well as their linguistic and cultural identity.

These principles provide a solid base for teachers and leaders to analyze the quality of instruction and its impact on their students' learning. With the expert support from WestEd staff throughout the review and redesign process, educators increase their understanding of the theoretical

foundations of effective learning and language development and its implication for quality instruction of English Learners. Thus, the evaluation process supports sustainable collaborative learning for teachers and leaders in the district, with a common vision and understanding driving feedback and continuous improvements in classrooms and across schools.

When district personnel establish this clear common vision of the extraordinary potential of English Learners and what quality instruction looks like for them, supports that are aligned with that vision and those teaching and learning practices can be more effectively enlisted from students' parents and families.

## **Building Capacity for Educators through Professional Learning**

The instructional shifts in the CA ELA/ELD Framework and the CA content standards require educators to plan and deliver instruction that integrates content, analytical practices, and language development. Planning support will be provided to design and lead high-quality, effective professional learning sessions for teachers of English Learners and other culturally and linguistically diverse learners.

To acquire the complex skills needed to achieve success in school and beyond, English Learners, must be apprenticed into academic and disciplinary practices while using a language that they are still developing. Yet to support simultaneous language, analytical practices, and content learning requires major shifts in educator expertise and practices, including moving from a view of learning as an individual process to a socially engaged one; from language learning as the linear development of correct grammar and vocabulary to a non-linear, complex process focused on comprehension and communication; and from teaching language in and of itself to supporting students' participation in activities that develop disciplinary understanding, literacy, and language use at the same time (Walqui, 2012).

For this to happen, educators need to understand how to design, implement, and recognize rigorous, generative instruction for all their students, which results from engaging in ongoing professional learning followed by job-embedded coaching. All teachers are teachers of language, and both core and designated ELD teachers need support to ensure the success of all students. Administrators need parallel support to lead change, understand the instructional shifts required by the CA ELD Standards and the ELA/ELD Framework, how to align district and site initiatives, and how to monitor meaningful progress of student achievement and changes in instructional practices.

During the onsite days, WestEd staff will work with small groups of grade-level educators during the day to plan and discuss instruction. Whole school professional learning for up to 40 educators will take place from 1:30-3:00 on the designated dates, determined in collaboration with the district and school leadership.

## Timeline

Service delivery dates for professional learning to commence in August 2023 and completed no later than June 30, 2024. Exact dates will be determined in collaboration with Santa Cruz City Schools leadership.

## Calendar of Events (2023–2024)

| Dates  | Audience   | Guiding Inquiry Questions  |
|--|--|--|
| Four (4) days of onsite professional learning  | Up to 40 elementary teachers and site administrators | <p>8am-1:30pm – small group coaching and planning</p> <ul style="list-style-type: none"> <li>• How do we engage with peers in collaborative planning and reflection to refine our current practice?</li> <li>• What protocols can we use as a team to strengthen our understanding of our pedagogical practices for student learning?</li> </ul> <p>1:30pm-3:00pm – whole school professional learning</p> <ul style="list-style-type: none"> <li>• How can all teachers support language development for English Learners?</li> <li>• What are best practices around scaffolding instruction for English Learners?</li> </ul> |
| <p>August 2023 – June 2024</p> <p>One day (4 two-hour sessions) of virtual professional learning and support</p> | Teachers on Special Assignment (ToSAs)               | <ul style="list-style-type: none"> <li>• How do we support teachers to implement new pedagogical approaches for English Learners?</li> <li>• How do we deepen understanding of theories of learning and language development to shift instructional practice?</li> </ul>   |

## Cost of Project

Our fee for this project is **\$22,000** that includes costs for all materials and travel. After reviewing the proposal, if you decide the proposed scope and timeframe should be altered, we would be happy to make modifications and provide a revised estimated fee. If the proposal meets with



your approval, please send an approved purchase order or contact our office and we can send a contract for services. Our proposal is valid for 60 days from the date of this letter.

We appreciate the confidence you have in WestEd and look forward to working with Santa Cruz City Schools on the upcoming project. If you have questions about our proposal, please do not hesitate to contact us.

Sincerely,



Annette Gregg  
Director, English Learner and Migrant Education Services, WestEd  
[agregg@wested.org](mailto:agregg@wested.org)  
510.326.2342

**REQUEST FOR CONSULTANT SERVICES AGREEMENT**

Submit to the responsible Assistant Superintendent at least two weeks before the Board meeting and prior to the Consultant beginning work.

Site: \_\_\_\_\_ Principal/Director: \_\_\_\_\_

Describe Work to be Performed and District and Site Goals Supported: \_\_\_\_\_

Qualifications of Consultant: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_ Tax I.D.# or SSN: \_\_\_\_\_

(Vendor Data form to Purchasing)

Address: \_\_\_\_\_ Telephone #: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Date(s) of Service: \_\_\_\_\_ Time: \_\_\_\_\_

Number of Hours: \_\_\_\_\_ hours per day X \_\_\_\_\_ days = \_\_\_\_\_ total hours.

Hourly/Daily Rate (specify): \_\_\_\_\_ Meals: \_\_\_\_\_

Lodging: \_\_\_\_\_ Transportation: \_\_\_\_\_

TOTAL FEE TO BE PAID: \_\_\_\_\_ Account #: \_\_\_\_\_

Write out funding source (i.e., LCFF, Base, Title), if categorical or LCFF Supplemental, include single plan goal and action:

Approval of Business Services verifying account: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature of Consultant: \_\_\_\_\_ Date: \_\_\_\_\_

(NOTE: Consultant must submit invoice for payment upon completion of work)

Signature of Administrator Requesting Service

Approval of Assistant Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**AB 1610, 1612, and 2102 COMPLIANCE** (consultants having more than limited contact with students require fingerprinting)

Consultants **will be** on campus on a regular basis (more than once) while students are present

Consultant **will not** be on campus on a regular basis while students are present (fingerprints not required).

Fingerprint Clearance date: \_\_\_\_\_ Approval of Human Resources: \_\_\_\_\_

\*\*\*\*\*

**PAYMENT AUTHORIZATION**

(Submit for payment after Consultant completes work)

I hereby certify that the consultant has satisfactorily completed the services in accordance with the above Agreement and that payment is in order.

Signature of Administrator Requesting Payment

Date

Approval of Assistant Superintendent

Date

Board of Education Approval: \_\_\_\_\_  
(Required if over \$2500)

**REQUEST FOR CONSULTANT SERVICES AGREEMENT**

Review guidelines of Board Policy - Consultant Services Agreements.

1. Statement of specific need and the goal of the Consultant's work (Refer to district/site goals and plans, unique needs of school, program or office which necessitates the services of a consultant).

---

---

---

---

---

---

---

---

2. State efforts made to identify qualified staff available within the district to carry out the requested services.

---

---

---

---

---

---

---

---

3. If this agreement is for staff development or for one-time services, state the site's plan to reduce or eliminate the need for this consultant's services in the future.

---

---

---

---

---

---

---

---

4. Statement of expected outcomes (Include specific student outcomes desired, benefits to district students and/or staff).

---

---

---

---

---

---

---

---

5. Evaluation Process - How will you know the goal/outcomes have been met?

---

---

---

---

---

---

---

---

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Memorandum of Understanding: Seniors Council Foster Grandparents Program

**MEETING DATE:** September 6, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the Memorandum of Understanding for the Senior Council Foster Grandparents Program for July 1, 2023 through June 30, 2026.

**BACKGROUND:**

For over thirty years, the Seniors Council Foster Grandparents Program has brought together senior volunteers with children and youth with special needs. In this program, children experience the companionship, emotional stability and wisdom of seniors. This opportunity supports the academic progress of children due to the tutoring and mentoring provided in this partnership.

**FISCAL IMPACT:**

Estimate \$5,000 depending on the number of Foster Grandparents, LCFF Base (Unrestricted)

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



# MEMORANDUM OF UNDERSTANDING

## *Foster Grandparent Program*

Between: **SENIORS COUNCIL**  
**Foster Grandparent Program**  
**234 Santa Cruz Avenue**  
**Aptos, CA 95003**

**Cristina Bañuelos, Program Director**  
**Contact: (831) 475-0816 ext. 116      Fax Number (831) 688-1225**  
**E-Mail: cristinab@seniorscouncil.org**

And *(Please Print or Type)*

**Volunteer Station:** Santa Cruz City School District

**Please Check One:**  **Public Agency**  
 **Private Non-Profit Organization**  
 **Eligible Private Proprietary Health Agency**

**Designated Coordinator Name:** Dorothy Coito

**Title:** Asst. Superintendent of Ed Services

**Address:** 133 Mission Street, Ste.100, Santa Cruz CA 95060

**Telephone Number:** 831-429-3410 x48248

**E-Mail:** dcoito@sccs.net

**Effective Dates of This Agreement**  
**From July 1, 2023 through June 30, 2026**

## **BASIC PROVISIONS**

### **The Seniors Council will:**

1. Place no more than 15 Foster Grandparent volunteers to serve 45 or fewer students who are struggling academically and socially for a period of 15 hours or more per week.
2. Recruit, screen, and interview candidates and enroll volunteers in the program.
3. Obtain FBI/DOJ fingerprint clearance; TB clearance; and proof of required vaccinations for all volunteers.
4. Provide orientation to Volunteer Station staff prior to placement of volunteers and at other times as appropriate.
5. Refer volunteers to the Volunteer Station for individual assignments.
6. Ensure that no grant funds are used to finance labor or anti-labor activities
7. Ensure that volunteers agree to serve 15 hours or more per week except on holidays, in-service training days, and vacation or sick leave days.
8. Retain full responsibility for the management and fiscal control of the Program.
9. Arrange for the transportation of volunteers to and from the Volunteer Station or its subordinate sites.
10. Ensure physical examinations for all volunteers prior to their first assignments and annually thereafter, to ensure their fitness for service.
11. Specify appropriate activities to be performed by volunteers as well as inappropriate activities that cannot be performed by the volunteers under the supervision of the Volunteer Station.
12. Provide in-service training for volunteers at least once a month.
13. Provide volunteers with a \$4.00 per hour non-taxable stipend and accrued vacation and sick leave.
14. Furnish adequate accident and liability insurance coverage as required by Program guidelines.
15. Provide volunteers with a monthly newsletter of Program information and items of interest to seniors.
16. Provide volunteers with an Annual Recognition Luncheon.
17. Provide the Volunteer Station with the current edition of the Program Handbook.
18. Coordinate the grievance process for any Foster Grandparent who has a grievance with the program in accordance with Seniors Council Policy.

## **The Volunteer Station will:**

1. Assign responsibilities assuring that volunteers will perform only activities that facilitate one-to-one relationships with students who are struggling academically and socially.
2. Provide day-to-day supervision of assigned Foster Grandparent volunteers.
3. Assure that volunteers are performing services in accordance with the attached list of Appropriate and Inappropriate Activities for Foster Grandparents.
4. Guarantee that volunteers are assigned to not more than six individual clients with selection and assignment to be made by a representative of the Volunteer Station.
5. Designate a coordinator to serve as liaison with the Program.
6. Provide volunteers with assignments that utilize their skills and training.
7. Have the right to request the Seniors Council to reassign a volunteer.
8. Provide adequate health and safety protection for volunteers at the work site.
9. Validate monthly time sheets for submission by the volunteers to the Seniors Council.
10. Complete and return to the Seniors Council written performance evaluations, in a form determined by the Seniors Council, of each volunteer at least once annually.
11. Consult with the Seniors Council, perform investigations and provide reports regarding accidents and injuries involving volunteers at the work site.
12. Maintain the program of activities to which Foster Grandparent volunteers are assigned accessible to persons with disabilities and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.
13. Comply with the Seniors Council Non-Discrimination Policy which states that the Volunteer Station will not discriminate against Foster Grandparent volunteers or in the operation of its program on the basis of race; color; national origin, including individuals with limited English proficiency; sex; age; political affiliation; religion; or on the basis of disability, if the volunteer is a qualified individual with a disability.

**I Provision of a Meal for the Foster Grandparent Volunteer**

Will a meal be provided for the Foster Grandparent Volunteer each workday?

X  YES                        NO

If YES, please indicate the value of that meal \$  5.75  per meal. Please check one of the following sources of funding for that meal:

Federally Funded Meal                       X  Non-Federally Funded Meal

**II Renewal and Termination of the MOU**

This MOU will be reviewed and renewed at least once every three years. Either party may terminate this agreement on 30 days written notice to the address listed below.

**III Request for Voluntary "Share of Cost"**

The Seniors Council must raise 10% in "matching funds" to continue to be eligible to receive the Federal Grant that supports our Foster Grandparent Program. Therefore, as part of the MOU process, we request a voluntary "Share of Cost" contribution to the Seniors Council for the Foster Grandparent Program. Please check one of the following indicating your choice to provide a "Share of Cost" contribution:

YES                       X  NO

If yes please complete the following: The Volunteer Station will provide a "Share of Cost" contribution in the amount of \$   per year (OR AS OTHERWISE ARRANGED AND ATTACHED) for expenses incurred by the Foster Grandparent Program as described in this Memorandum of Understanding. The share of cost will be payable as arranged each year. *Placement of volunteers is not contingent upon this contribution.*

**IV Prohibition Against Requiring Payments From Clients**

Neither the Seniors Council nor the Volunteer Station can require payment from clients who receive Foster Grandparent Services.

**Signed:**

For the Seniors Council

For the Volunteer Station:

Cristina Bañuelos  
Foster Grandparent Program Director  
234 Santa Cruz Avenue  
Aptos, CA 95003  
(831) 475-0816 ext. 116

Signature \_\_\_\_\_

Name \_\_\_\_\_

Phone Number \_\_\_\_\_

E-Mail: [cristinab@seniorscouncil.org](mailto:cristinab@seniorscouncil.org)

E-Mail \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



## **APPROPRIATE & INAPPROPRIATE ACTIVITIES FOR FOSTER GRANDPARENTS**

Foster Grandparents are volunteers who serve 15 hours or more per week providing individual companionship, guidance, mentoring, and tutoring to children and youth with special needs. In general, it is assumed that a Foster Grandparent will work one-on-one with a small number of children or youth in the course of an average 20-hour service week.

The activities outlined below are designed to ensure a safe and caring learning environment for children. They conform to suggested Federal guidelines for the Foster Grandparent Program. Funds provided for the Program may not be used to finance labor or anti-labor activities. Additionally, these activities are designed to clarify appropriate roles and to minimize liability to a Foster Grandparent, to a teacher or other staff, and to the facility whether it is a day care center, school, shelter, hospital, or juvenile hall.

### **FOSTER GRANDPARENTS DO:**

- Treat all children with respect;
- Work one-on-one with children and youth who are struggling academically and socially;
- Provide children with emotional support and assistance in developing basic learning skills;
- Tutor students who are mastering English as a second language or who are struggling with language and learning skills as native speakers of English;
- Help abused or neglected children regain stability through contact with older adults and provide these children with emotional support and empathy;
- Help children with disabilities in self-care, motor skills, and in learning experiences as well as helping these children achieve independent living;
- Work in a harmonious manner with clients, work site staff, other volunteers, and the general public;
- Honor the need for confidentiality when dealing with clients, work site staff, other volunteers, and the general public;
- Wear appropriate and clean clothing;
- Keep prescription drugs out of the reach of children; and
- Request their supervisor's assistance in situations where a child needs help.

## **FOSTER GRANDPARENTS MAY NOT:**

- Be left in a room alone with children;
- Work out of sight of their assigned teacher, supervisor, or other authorized adult;
- Be in charge of a classroom of children;
- Be asked to discipline a child;
- Serve in staff roles including acting as substitute teachers or teacher's aides, or group leaders and similar positions that would detract from the person-to-person relationship with assigned children;
- Assist in toileting including taking children to the bathroom, entering the bathroom to assist children, and adjusting children's clothes before or after toileting functions;
- Supervise recess periods and field trips or do so-called "yard duty";
- Work with students who exhibit extremely difficult, unruly, violent, or dangerous behaviors;
- Perform household or custodial functions;
- Perform any services for which the institution is receiving compensation from any source;
- Supervise other Foster Grandparents;
- Conduct worship services or engage in any form of proselytization as part of his or her duties;
- Engage in electoral activities, voter registration, voter transportation to the polls, or efforts to influence legislation as part of his or her duties;
- Contact students outside of the school setting;
- Use student bathrooms;
- Give students candy or any other food;
- Use cell phones at the volunteer work site;
- Release or dismiss students for pick-up;
- Have visitors during class time;
- Photograph students;
- Transport students;
- Smoke during work hours;

- Use alcoholic beverages or illegal drugs or be under the influence of alcoholic beverages or illegal drugs at the work site;
- Accept cash and/or gifts from clients;
- Neglect their duties, engage in misconduct in their assignment, improperly represent the Program, fail to accept supervision, or demonstrate an inability to perform assignments;
- Engage in any form of physical, verbal or emotional harassment or abuse; or
- Perform any duty which the Foster Grandparent believes would be harmful to their own person or to a child.

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Annual Renewal - EdPuzzle

**MEETING DATE:** September 6 , 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

### **RECOMMENDATION:**

Approve the contract renewal for EdPuzzle.

### **BACKGROUND:**

The secondary district has had a contract with EdPuzzle for the last three school years, and it continues to be an education technology tool that many teachers use. It allows teachers to easily integrate video clips into any lesson in three easy steps:

- Find a video on YouTube, upload your own or re-use a video lesson created by another teacher
- Edit the video to create your lesson
- Record your voice to personalize it, and hold your students accountable by embedding comprehension and assessment questions in the video

### **FISCAL IMPACT:**

\$8,800 ESSER 3 (Restricted)

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



PO BOX 446  
 SAN FRANCISCO, CA 94104-0446  
 UNITED STATES

|              |                              |               |                      |
|--------------|------------------------------|---------------|----------------------|
| Bill To Name | Santa Cruz City Schools      | Quote Number  | 00061068             |
| Bill To      | 133 Mission Street Suite 100 | Quote Created | 8/7/2023             |
|              | Santa Cruz, CA 95060         | Quote Expires | 8/31/2023            |
|              | US                           | Prepared By   | Amanda Estepa        |
|              |                              | Email         | aestepa@edpuzzle.com |

| Product         | Period | Line Item Description                                     | Listed price | Sales Price | Quantity | Total Price |
|-----------------|--------|---|--------------|-------------|----------|-------------|
| Pro District    | 1 year | Unlimited access to Edpuzzle for all users, district-wide | \$12,580.00  | \$8,800.00  | 1.00     | \$8,800.00  |
| Subtotal Listed |        |   |              |             |          | \$12,580.00 |
| Discount Value  |        |   |              |             |          | \$3,780.00  |
| Grand Total     |        |   |              |             |          | \$8,800.00  |

Edpuzzle PRO - District membership renewal (1 year) for Branciforte Middle School, Mission Hill Middle School, Harbor High School, Santa Cruz High School, Soquel High School, and Branciforte Small Schools , to include:

- Full access to Edpuzzle standards-aligned content library
- Unlimited screen recording & video lesson storage
- Train the trainers sessions upon request

**FAQ's**

**Does Edpuzzle accept purchase orders?**  
 Yes, we do! This quote can be used to generate a PO. If you need any other information, or would prefer a credit card payment instead just let us know. We will get you set up with Pro within 24h of receiving the order.

**What payment methods does Edpuzzle accept?**  
 We accept credit card payments, checks, and direct deposits (wire transfers).

**Can we use next year's funds this school year?**  
 Yes! Send us your PO by June 30th and we can invoice you in July so that you can use next year's funds to purchase at this year's rates.

**Terms & Conditions**

(1) This quote is pre-tax, it doesn't include any local and/or state taxes. Applicable taxes may not be included in our invoice, and customer may be responsible for those taxes. If you are a tax exempt customer, please provide the applicable Tax Exempt Certificate document along with your purchase order.

(2) All spots from the license will expire at the end of the term, regardless of effective use or not.

(3) Each spot is assigned to one teacher and cannot be replaced by another teacher on a general basis.

(4) This agreement supplements EDpuzzle, Inc.'s Terms of Service (<https://edpuzzle.com/terms>) and Privacy Policy (<https://edpuzzle.com/privacy>), which shall rule provision of the service to the customer.

(5) This agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|  |   |  |
|--|---|--|
| Print or type.<br>See Specific Instructions on page 3. | <p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br/> <b>Edpuzzle, Inc.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input checked="" type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> | <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: x-small;">(Applies to accounts maintained outside the U.S.)</p> |
|  | <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.<br/> <b>PO BOX 446</b></p> <p><b>6</b> City, state, and ZIP code<br/> <b>SAN FRANCISCO, CA, 94104-0446</b></p>  | <p>Requester's name and address (optional)</p>   |
|  | <p><b>7</b> List account number(s) here (optional)</p>  |  |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|    |   |   |   |   |   |   |   |   |   |   |   |  |  |
|----|---|---|---|---|---|---|---|---|---|---|---|--|--|
|    | <p style="text-align: center; font-size: small;">Social security number</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>   |   |   |   |   |   |   |   |   |   |   |  |  |
|    |   |   |   |   |   |   |   |   |   |   |   |  |  |
| or | <p style="text-align: center; font-size: small;">Employer identification number</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">6</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">8</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> </tr> </table> | 6 | 8 | - | 0 | 6 | 8 | 3 | 3 | 9 | 0 |  |  |
| 6  | 8   | - | 0 | 6 | 8 | 3 | 3 | 9 | 0 |   |   |  |  |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |  |   |
|------------------|--|---|
| <b>Sign Here</b> | <p style="font-size: small;">Signature of U.S. person ▶ </p> | <p style="font-size: small;">Date ▶ <b>01/09/2023</b></p> |
|------------------|--|---|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Memorandum of Understanding: Dientes Community Dental Care

**MEETING DATE:** September 6, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the Memorandum of Understanding between Santa Cruz City Schools and Dientes Community Dental Care.

**BACKGROUND:**

Dientes Community Dental Care is a non-profit organization that provides students in need of dental services with easily accessible dental care. Dientes will provide services at no cost to Santa Cruz City Schools or to the students receiving services.

**FISCAL IMPACT:**

None

This work is in direct support of the following District goals and their corresponding metrics:  
Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

AGREEMENT

between

Santa Cruz City School District

and

DIENTES COMMUNITY DENTAL CARE

Site Based Dental Services

This Agreement is entered into by and between Santa Cruz City School District (herein referred to as the "District"), a California public school district, and Dientes Community Dental Care ("Dientes"), a California nonprofit corporation. District and Dientes are collectively referred to as "the Parties."

RECITALS

- A. WHEREAS, District has students who are in need of and can benefit from easily accessible dental services; and
- B. WHEREAS, Dientes is a non-profit organization and is willing to provide the dental services as set forth in this Agreement and its Exhibits ("Dental Services") to District students at no cost to the District, or to the students; and
- C. WHEREAS, the District, through its students, would benefit from the Dental Services to be provided by Dientes; and
- D. WHEREAS, it is mutually beneficial for the District and Dientes to have the arrangement set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. Purpose of Agreement

The Parties agree that the purpose of this Agreement is to set out the terms and conditions whereby Dientes will provide District students with Dental Services at no cost to the District.

2. Eligibility for Dental Services

- a. All students currently enrolled in a District school, and residing within the District, are eligible to receive the Dental Services, as described herein.



- b. All students deemed to have complied with the residency requirements for school attendance in the District as set out in Education Section 48204, including, but not limited to those placed in group homes, Licensed Children’s Institutions and foster homes within the District, are eligible to receive Dental Services, as described herein.
  - c. Students who have been suspended or expelled from District schools but who continue to reside within the District’s boundaries, remain eligible for Dental Services during the pendency of the student’s suspension or expulsion.
  - d. Except where applicable law authorizes confidential medical services, parents or legal guardians, including District students who are themselves parents or legal guardians of minor children or minor siblings, must be present or authorized in writing when Dental Services are rendered.
  - e. The District students may receive the Dental Services described in Exhibit A with written permission of parent or legal guardian.
3. Role and Responsibilities of Dientes
- a. Dientes shall provide only the Dental Services described in Exhibit A (the “Dental Services”), as attached hereto and incorporated by reference herein, to District students, on those terms and conditions described herein.
  - b. Dental Services shall be provided by Dientes dentists, registered dental hygienists, registered dental assistants and support staff (“Dientes Staff”) at each of the District sites identified in Exhibit B (each a “School Site” and collectively, the “School Sites”).
  - c. Urgent or emergency care or services beyond the scope of the Dental Services set forth in Exhibit A shall not be provided by Dientes at the School Sites. District students requiring urgent or emergency services or services other than those listed in Exhibit A, are referred, as appropriate, to Dientes, other health care providers or to the nearest emergency room or urgent care clinic.
  - d. Except as otherwise provided herein, Dientes shall provide, at its sole cost, all durable and disposable dental equipment, supplies, materials and other items necessary to properly provide the Dental Services under this Agreement.
  - e. Dientes shall designate a Program Manager to be responsible for the administration of the Dental Services on its behalf. The Program Manager shall be the primary contact with the District and shall consult, as appropriate with District personnel, regarding program planning and other administrative details pursuant to this Agreement.
  - f. Dientes warrants and represents that each person providing Dental Services to District students pursuant to this Agreement is properly trained and qualified, and has and will maintain in effect all licenses, permits, certificates, and/or registrations required by applicable federal, state and local laws and regulations. At the request of the District, Dientes shall provide evidence of appropriate licensure, certification, training, and/or other qualifications of each Dientes employee providing Dental Services to District students.
  - g. Dientes shall ensure that every Dientes employee or other person who comes onto School Sites or premises to provide Dental Services to District students under this Agreement has complied

- with the fingerprinting requirements under Education Code section 45125.1 and new requirements under AB 346, effective July 10, 2010, and has no criminal or other record that would make the person unqualified or unsuitable to work with minor children. Dientes shall provide to the District such evidence or documentation before beginning services at School Sites. District will make finger printing available at no charge to Dientes.
- h. Dientes shall (1) ensure that every Dientes employee or other person who comes onto School Sites to provide Dental Services under this Agreement has all immunizations as required by the District (which requirements shall be provided in writing to Dientes prior to the provision of Dental Services hereunder), and (2) upon request, provide District with verification that such employee(s) or other person(s) have been tested, within the past four years, for tuberculosis, and have been determined to be free of tuberculosis as evidenced by a state licensed medical doctor's signature.
  - i. Dientes shall coordinate and communicate with the District or School Contact Person (as defined in Section 4, below) regarding the days and times when Dental Services will be provided at each School Site, and shall provide the District with the names and qualifications of every Dientes employee and or other persons who will be providing such services on behalf of Dientes to District students and their minor children or minor siblings.
  - j. Except where applicable law authorizes confidential medical services, no Dental Services shall be provided to minor children until their parent or legal guardian gives parental consent for the treatment of their minor children.
  - k. Dientes is an independent contractor. Except as provided herein, persons who are providing services on behalf of Dientes pursuant to this Agreement are the employees or agents of Dientes and are not in any way to be considered or construed to be the employees or agents of the District. Except as provided herein, Dientes shall be solely responsible for the payment of any compensation, salary, or other benefits to all employees, agents, representatives and independent contractors retained by Dientes to provide services pursuant to this Agreement.
  - l. Dientes and the District shall mutually cooperate as reasonably requested to obtain federal or state funding in order to serve District schools as provided by this Agreement.
  - m. As provided by Section 5, Dientes shall treat as confidential all information relating to District students. Except as required by law or a court order, Dientes shall not disclose to any third person or entity any confidential or private information regarding a District student without the written consent or authorization of the District student or appropriate family member.
  - n. Dientes, while performing services under this Agreement, shall comply with all current policies and regulations adopted by the District's Governing Board of Trustees. If Dientes determines that it cannot comply with such rules and regulations, Dientes shall have the right to unilaterally terminate this Agreement prior to the commencement of any Dental Services contemplated hereunder. If, during the term of this Agreement, the District's Governing Board of Trustees makes future amendments or modifications to the policies or regulations that make it unduly burdensome or impossible for Dientes to provide the Dental Services contemplated hereunder, Dientes shall have the right to terminate the Agreement at any time, provided the Parties cannot amend the Agreement in a manner that is mutually agreeable to both Parties.

4. Role and Responsibilities of the District

- a. The District shall designate a single District employee to be Dientes' primary contact person (the "District Contact Person"). The District Contact Person shall be responsible for the administration of the Dental Services on its behalf, and shall provide Dientes with the following:
- b. direct communication with the principals, and other District employees, for each of the schools listed in Exhibit B;
- c. facility request forms which shall be updated annually;
- d. such working space(s) as are reasonably necessary and accommodating at each of the School Sites for Dientes to provide the Dental Services set forth in this Agreement; and
- e. the equipment identified in Exhibit C for the non-exclusive use of Dientes, for the purpose of providing Dental Services under this Agreement. Whenever possible, Dientes shall provide its own computers and cell phones as described in Exhibit C.

5. Use and Disclosure of Health Information

- a. Responsibility of Dientes. Dientes, by providing Dental Services, is considered a "Covered Entity", as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations (hereinafter collectively referred to as "HIPAA"), and is obligated to comply with HIPAA, its regulations, and other applicable federal and state laws in the use and disclosure of Protected Health Information ("PHI"), as that term is defined in HIPAA, and of other confidential personal and health information. Other than directory information, Dientes shall not have access to any non-medically related pupil records as defined in Education Code section 49060, et seq., maintained by the District.
- b. Responsibility of District. By virtue of this Agreement, the District may be considered a "Business Associate", as that term is defined in HIPAA. The District agrees to:
  - a. Not use or further disclose PHI other than as permitted or required by law.
  - b. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by law.
  - c. Report to Dientes any use or disclosure of PHI not provided for by law of which District becomes aware.
  - d. Ensure that District agents, subcontractors and representatives, to whom District provides PHI that is received from or created by District on behalf of Dientes, agree to the same restrictions and conditions that, apply to District with respect to said PHI.
  - e. Make available PHI in accordance with 45 C.F.R.164.524, attached hereto as Exhibit D.
  - f. Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F. R. 164.526, attached hereto as Exhibit D.
  - g. Make available PHI required to provide an accounting of disclosures in accordance with 45 C.F.R. 164.528, attached hereto as Exhibit D.
  - h. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by District on behalf of Dientes available to the Secretary of Health and Human Services for purposes of determining Dientes' compliance with HIPAA.

- i. Upon termination of this Agreement, District may, if feasible and permitted by applicable law, return or destroy all PHI that it still maintains in any form and shall retain no copies thereof. If return or destruction of PHI is not feasible, District shall retain the PHI and shall continue to protect the confidentiality of PHI as required by all applicable provisions of law.
  - c. Permitted Uses and Disclosures of PHI by District. District may, except as limited by this Agreement:
    - a. Use and disclose PHI it receives for the proper management and administration of District or to carry out District's legal responsibilities.
    - b. Use PHI to perform the functions, activities and services specified in this Agreement.
    - c. Use PHI for treatment, payment and health care operations, as defined and permitted by HIPAA.
    - d. Disclose PHI to District's agents, subcontractors and representatives to the extent necessary for District to perform the functions, activities and services under this Agreement and provided that (i) District obtains reasonable assurances from said agents, subcontractors and representatives that the PHI will be held confidentially and used or further disclosed only as permitted or required by law or for the purpose for which it was disclosed to them and (ii) said agents, subcontractors and representatives agree to notify District of any instances of which they are aware in which the confidentiality of the PHI has been breached.
    - e. Disclose PHI to appropriate federal or state authorities for the purpose of reporting violations of law, consistent with 45 C.F.R. 164.502(j)(l).
    - f. Disclose PHI to Dientes and/or its business associates, agents, subcontractors or representatives as requested by Dientes and not otherwise prohibited by this Agreement or law.
    - g. Use or disclose PHI as required or permitted by this Agreement, HIPAA or other applicable laws.
- 6. Term and Termination of Agreement
  - a. Term. This Agreement is effective only upon execution by the Parties and approval or ratification by the District and by Dientes. This Agreement shall remain in effect indefinitely unless terminated by either Party providing the other with 60 days written notice of its intention to terminate, open or modify the Agreement, with or without cause.
  - b. Following expiration or termination of this Agreement, Dientes shall, within forty-five (45) days after the expiration or termination of this Agreement, remove all equipment and/or fixtures owned or provided by Dientes and return the space occupied by Dientes at each School Site to its condition as of the Date of Execution of this Agreement, reasonable wear and tear and loss by casualty excepted. If Dientes does not timely remove all equipment and/or fixtures owned or provided by Dientes and return the space occupied by Dientes at each School Site to the condition as set forth in this Paragraph, District may remove all equipment and/or fixtures owned or provided by Dientes and return the space occupied by Dientes at each School Site to

the condition as set forth in this Paragraph, and Dientes shall reimburse District for its reasonable costs.

7. Insurance

- a. Commercial General Liability. Under the stipulations of this contract Dientes will list District as additionally insured on Dientes policy for no less than the required limits listed below. Dientes and the District shall each maintain, at its own expense throughout the term of this Agreement, general liability insurance and/or commercial umbrella insurance that provides coverage for bodily injury, property damage, and personal injury arising out of the actual or alleged acts, omissions and/or negligence of Dientes and/or the District and/or its directors, officers, employees, agents and volunteers while performing services relating to this Agreement. Such insurance coverage shall be in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Said insurance coverage shall constitute primary coverage for bodily injury, property damage, personal injury and/or any other liability arising out of any actual or alleged act, omission and/or negligence by Dientes or by District's directors, officers, employees, agents and volunteers while performing services relating to this Agreement.
- b. Upon request by the District or Dientes, the other Party shall furnish proof of the basic terms (including, but not limited to, minimum coverage limits) of the liability insurance required to be mutually carried by the District and Dientes pursuant to this Agreement, in the form of a certificate of insurance, statement of coverage, or other similar document.
- c. The District and/or Dientes shall provide immediate notice to the other party of any material change, cancellation, lapse or expiration of any insurance coverage relative to this Agreement.
- d. Professional Liability Insurance. Each of Dientes' employees or independent contractors who is required to carry malpractice insurance shall maintain, at their own expense throughout the term of this Agreement, professional liability insurance in an amount not less than \$1,000,000.00 per occurrence / 3,000,000 per year.
- e. Workers Compensation and Related Employees Insurance. Dientes and District shall maintain workers compensation insurance and other insurance for its employees as required by applicable laws.
- f. Insurance Not Limitation on Liability. Neither the existence of any of the insurance coverage required to be carried by the District and Dientes pursuant to this Agreement, nor the minimum coverage limits specified herein with respect to any such coverage, shall be deemed to mutually limit or restrict in any way District or Dientes' liability under this Agreement.
- g. District's Evidence of Insurance. The District will provide Dientes upon request with evidence of insurance liability coverage, workers' compensation coverage, and professional liability insurance coverage.

8. Liability and Indemnification

- a. Dientes agrees to defend, indemnify and hold harmless the District and its successors, assigns, trustees, officers, employees, agents and volunteers from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts

and liabilities whatsoever arising out of any act, omission and/or negligence by Dientes and/or its successors, assigns, directors, officers, employees, volunteers and other agents while performing Dental Services relating to this Agreement, except those bodily injuries or property damage that is negligently, intentionally or purposefully caused by the District. The defense, indemnity and hold harmless obligations set forth herein shall remain in full force and effect during the term of this Agreement, and shall survive the termination or expiration of this Agreement for any actual or alleged act, omission and/or negligence that occurred during the term of this Agreement.

- b. The District will agree to defend, indemnify and hold harmless Dientes and its successors, trustees, officers, employees, agents, and volunteers from and against all actions, causes of action, claims and demands whatsoever, and from all costs, damages, expenses, charges, debts and liabilities, whatsoever, arising out of any actual or alleged act, omission or negligence by the District or its successors while performing its obligations under or related to this Agreement. The defense, indemnity and hold harmless obligations set forth herein shall remain in full force and effect during the term of this Agreement, and shall survive the termination or expiration of this Agreement for any actual or alleged act, omission and/or negligence that occurred during the term of this Agreement.

9. Notices

All notices or other communications required or permitted under this Agreement, unless otherwise stated, shall be deemed duly given if in writing and delivered personally (provided a signed receipt is obtained) or sent by a reputable overnight courier service (with package tracking capability) or certified mail, return receipt requested, first class postage prepaid, addressed as follows:

To District:

Santa Cruz City Schools  
133 Mission St. Suite 100  
Santa Cruz, CA 95060

To Dientes:

Dientes Community Dental Care  
1830 Commercial Way  
Santa Cruz, California 95065

Notices will be deemed given on the date of delivery. Either Party may change its notice address by giving the other Party written notice of such change.

10. No Monetary Compensation

It is expressly agreed and understood that Dientes is providing services to District students and their minor children or minor siblings at no charge to the District. No monetary compensation for any services rendered under this Agreement shall be due or payable to either Party hereto except as outlined in Dientes' policies and procedures on patient fees.

11. Miscellaneous Provisions

- a. Assignment. Neither Party may assign or delegate this Agreement or any other interest herein or responsibility hereunder without the prior written consent of the other Party.
- b. Amendments. This Agreement may be modified only by the written consent of the Parties.
- c. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed agreement. Signatures transmitted by facsimile shall be deemed original signatures.
- d. Governing Law/Venue. The Agreement, and the rights and obligations of the Parties, shall be construed and enforced in accordance with the laws of the State of California. This Agreement is entered into by Dientes and the Santa Cruz City District in the County of Santa Cruz. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in or closest to Santa Cruz County, CA.
  
- e. Interpretation. The language of all parts of this Agreement shall, in all cases, be constructed as a whole, according to its fair meaning, and not strictly for or against either Party.
- f. Binding Effect. This Agreement is for the benefit of and shall be binding on the Parties and their respective successors, assigns, trustees or directors, officers, employees, and agents.
- g. Entire Agreement. This Agreement and the exhibits attached hereto set forth all the covenants, promises, agreements, conditions, and understandings between the Parties and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them, other than those expressly set forth herein. All negotiations and oral agreements have been merged into and are included herein, it being understood that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, understandings, representations, and brochures, and none thereof shall be used to interpret or construe this Agreement.
- h. Severability. The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

[Signature Page to Follow]

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

DIENTES COMMUNITY DENTAL CARE



---

Date: 8/21/23

Sepideh Taghvaei, DDS  
Executive VP of Operations

Santa Cruz City Schools

---

Date: \_\_\_\_\_

Kris Munro  
Superintendent  
Santa Cruz City School District



EXHIBIT "A" TO AGREEMENT BETWEEN SANTA CRUZ CITY SCHOOL DISTRICT AND DIENTES COMMUNITY DENTAL CARE

Description of Dental Services to be provided by Dientes Community Dental Care to District Students:

"Dental Services"

1. Routine dental examinations including x-rays
2. Dental Screenings
3. Preventive dental care, including: pit and fissure sealants, cleaning, and fluoride treatments
4. Information about prevention of tooth decay, oral hygiene, dental care, diet and nutrition
5. Referrals to dentists, oral surgeons, orthodontists, and other dental service providers

Additional Services

1. Remove and properly dispose of all hazardous materials (including any biohazards) from site after each day of services.

EXHIBIT "B" TO AGREEMENT BETWEEN SANTA CRUZ CITY SCHOOL DISTRICT AND DIENTES COMMUNITY DENTAL CARE

List of Schools

Bay View Elementary

DeLaveaga Elementary

Gault Elementary

Branciforte Small Schools

Branciforte Middle School

Harbor High School

Soquel High School

Santa Cruz High School

EXHIBIT "C" TO AGREEMENT BETWEEN SANTA CRUZ CITY SCHOOL DISTRICT AND DIENTES COMMUNITY DENTAL CARE

|                                |  |
|--------------------------------|--|
| Dientes provides / responsible | Telephone Service/ cell phone                              |
| Dientes provides / responsible | WiFi / computers   |
| SCCSD provides / responsible   | Electricity and other Utilities Costs                      |
| SCCSD provides / responsible   | Space/room at each school site to operate dental equipment |

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Annual Renewal: UC Santa Cruz Work Study - AVID Tutors

**MEETING DATE:** September 6, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Education Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the 2023-24 AVID Tutor University of California Santa Cruz Work Study contract.

**BACKGROUND:**

Advancement Via Individual Determination is a college and career focused, internationally recognized program that focuses on closing the achievement gap. Advancement Via Individual Determination aims to support students who are the first in their family to attend college, socioeconomically disadvantaged, from a minority subgroup, and/or face other obstacles in achieving a post-secondary opportunity. Using research-based instructional strategies, Advancement Via Individual Determination helps students gain the academic skills necessary to be successful in Advanced Placement/advanced high school courses and ultimately in college.

To support students with difficult concepts in their core academic classes, Advancement Via Individual Determination uses a tutorial process for which Santa Cruz City Schools employs University of California, Santa Cruz students as Advancement Via Individual Determination tutors. Advancement Via Individual Determination tutors are an essential component of the program, as they also act as mentors and role models to the district's middle school and high school students.

Using Work Study is a huge financial benefit to the district, as Work Study covers half the cost of AVID Tutors. For example, AVID tutors are paid \$20.00 an hour; Santa Cruz City Schools pays approximately \$10.00/hour and Work Study pays approximately \$10.00/hour.

**FISCAL IMPACT:**

\$20,000 Secondary Title I (Restricted)

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

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

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

**AGENDA ITEM: 8.4.1.5**

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



**Kris Munro**  
Superintendent of  
Schools

**Molly Parks**  
Assistant Superintendent  
Human Resources

**Jim Monreal**  
Assistant Superintendent  
Business Services

**Dorothy Coito**  
Assistant Superintendent  
Educational Services

## **Santa Cruz City Schools AVID Tutor**

Advancement Via Individual Determination (AVID) is a research based elective course that prepares students to be academically successful during middle school and high school and to meet the requirements necessary to attend a four year college after high school. Tutors will receive training in the Socratic method and AVID tutor methodologies.

Santa Cruz City Schools is looking for tutors who are competent and confident in working with students in all academic content areas: English (especially writing), Science (Biology, Chemistry, & Physics), Social Science, Computer Skills, and Math (Algebra, Geometry, Algebra 2/Trig, & Calculus). We are seeking tutors who are exceptionally strong in Math, which is the subject area students need the most support with (you may be asked to complete and explain how to complete a math problem in your interview).

Additionally, our tutors need to be able to keep a group of 7-8 students focused and on-task during the tutorial period. Tutors will be expected to periodically meet with the AVID teachers and discuss their progress as well as the progress of the students. Tutors must be able to take direction as well as keep track of one's own work schedule.

### **SCCS is looking for tutors at the following schools:**

Branciforte Middle School: 315 Poplar Ave, Santa Cruz 95062

Mission Hill Middle School: 425 King St, Santa Cruz 95060

Harbor High School: 300 La Fonda Ave, Santa Cruz 95062

Santa Cruz High: 415 Walnut Ave, Santa Cruz 95060

Soquel High: 401 Old San Jose Rd, Soquel 95073

**Work Schedules:** In your application, please indicate what days and times you are available to tutor M-F, 8:30 am to 3:45pm as well as how many hours you are hoping to work each week. Also, if you have restrictions on which schools you can tutor at (due to needing to ride a bike, take the bus, etc.), please include this.

**Example** of what to include in your application regarding your work availability.

### **Work Availability: (desire 5 hours a week) - EXAMPLE**

Monday: all day

Tuesday: 8:30 am to 11:00am

Wednesday: no time available

Thursday: 8:30am to 11:00am

Friday: 1:00 - 3:45pm



WORK-STUDY CONTRACT CHECKLIST

This checklist is to help ensure accuracy and timelines in the processing of your work-study agreement.

Below is an itemized list of documents that must be returned

Please complete and return the following documentation:

- Application for Assistance
Detailed Job Description(s) for each student position
IRS/State Franchise Board Letter(s) of Exemption or Articles of Incorporation
Agreements - (Two copies)
Signature Authorization Form

Important Notes:

Please note that you will need to make monthly payments and each monthly payment is equal to 50% of the total earned by the student during the previous month.

University of California, Santa Cruz
Cashiers Office
102 Hahn Student Services Bldg.
Santa Cruz, CA 95064-1077

Failure to submit payments within the period allowed would cause termination of both your Work-Study contract and the student's employment status.

It is the responsibility of the employer to ensure that the student does not earn wages beyond their Work-Study allocation! When the full work-study allocation has been earned by the student(s) they will no longer be paid through the University payroll system.

The timely processing of the above items will provide you with the best opportunity for successful participation in the UC Santa Cruz college work-study program.

I have read the above and understand my responsibilities as a participating employer in the UC Santa Cruz work-study program.

Name of Employing Agency

Email Address

Employer's Signature Date



**APPLICATION FOR STUDENT ASSISTANCE  
UNDER THE FEDERAL COLLEGE WORK-STUDY PROGRAM**

Legal name of organization: \_\_\_\_\_

Address: \_\_\_\_\_  
*Street City State Zip Code*

Chief Officer of Organization: \_\_\_\_\_  
*Name Title*

Work-Study Supervisor: \_\_\_\_\_  
*Name Title*

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

1. State the purpose and/or primary activity of this organization:

\_\_\_\_\_

2. Name of unit or department if this application is solely on behalf of a particular unit or department of a large multi-department or multi-unit organization:

\_\_\_\_\_

3. Legal status of organization (e.g., non-profit corporation, municipal government, special purpose district, county-state-federal agency, private non-profit association-trust):

\_\_\_\_\_

4. Is the organization exempt from federal and/or state income tax?  Yes  No  
*If yes, please attach evidence of tax-exempt status (e.g. IRS/State Franchise Tax Board letter)*

5. How many regular, full-time employees are currently employed by your organization?

\_\_\_\_\_

6. List all sources of financial support for your organization:

\_\_\_\_\_

7. Number of work-study students requested: \_\_\_\_\_

8. Suggested hourly pay rate: \_\_\_\_\_

*Must be at least California minimum wage*

9. List major job duties of student employee(s) (you must also attach a detailed job description for each position you are hiring for):

---

---

10. Where exactly will the student(s) work? \_\_\_\_\_

11. How many organization employees (other than full-time employees and/or work-study students) do you have working at the location listed in question 10? \_\_\_\_\_

12. Please describe the supervision given to students by this organization, including the names and titles of supervisors:

---

---

\_\_\_\_\_  
*Supervisor name(s)*

\_\_\_\_\_  
*Title(s)*

*I certify that the information given above is true and correct to the best of my knowledge; that the organization described above is a non-profit organization; and that any student worker(s) provided by the University of California in connection herewith will not be permitted to engage in any form of political or religious activity in their employment under this program, and is not knowingly employed to displace or replace any regularly employed agency staff person; and that the required liability insurance coverage, naming the University as "additional insured," are in effect.*

Billing Address:

Chief Officer of Organization:

\_\_\_\_\_  
*Street*

\_\_\_\_\_  
*Name (print)*

\_\_\_\_\_  
*City*                      *State*                      *Zip Code*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Phone*                      *Fax*

\_\_\_\_\_  
*Signature*                      *Date*

**UNIVERSITY OF CALIFORNIA, SANTA CRUZ**  
**OFF-CAMPUS FEDERAL WORK-STUDY PROGRAM AGREEMENT**

THIS AGREEMENT ("Agreement") is entered into this     **day** of \_\_\_\_\_, **20**    , by and between "THE REGENTS OF THE UNIVERSITY OF CALIFORNIA," ON BEHALF OF THE UNIVERSITY OF CALIFORNIA SANTA CRUZ a California Corporation, (hereinafter "University") and \_\_\_\_\_  
(Federal, State, or local public organization) (private nonprofit organization) [strike one] (hereinafter "Employer") for the purpose of providing work to students eligible to participate in the Federal Work-Study Program.

WITNESSETH

WHEREAS, University has applied for a grant by the U.S. commissioner of Education pursuant to Part C (Federal Work-Study Program) of Title IV of the Higher Education Act of 1965 ("the Act"), as amended to stimulate and promote the part-time employment of students, particularly those with great financial need, who are in need of earnings from such employment to pursue courses of studies at institutions of higher education such as University;

WHEREAS, University and Employer desire that certain of the University's students engage in work for public and private non-profit organizations (as defined by the IRS) under the Federal Work-Study Program authorized by the Act;

WHEREAS, employer is in a position to utilize the services of such students.

NOW THEREFORE, the parties agree as follows:

1. Employer agrees that no student will be denied work or be subjected to different treatment under this Agreement on the grounds of race, color, national origin or sex, and that it will comply with all applicable federal, state, and local laws, including the Civil Rights Act of 1964 (Public Law 88-352; 78 Statute 252) and Title IX of the Education Amendments Act of 1972 (Public Law 92-318) and the Regulation of the Department of Labor which implement those acts.
2. It is the responsibility of the Employer to maintain a working environment free from sexual harassment and all forms of sexual intimidation and exploitation.
3. The University agrees to communicate position availability to UCSC students by posting vacant positions on its on-line student employment system but in no event does the University warrant the performance of these students engaged in work for public and certified tax-exempt private nonprofit organizations. The specific services to be performed by said students and the rate of compensation therefore are set forth on the attached Application for Student Assistance, which is incorporated herein.
4. Employer agrees that the work performed by such students shall be in the public interest and shall **not**:
  - a. Displace employed workers, impair existing contracts for services, fill vacant positions because the employer's regular employees are on strike; or



- b. Involve any partisan or non-partisan political activity associated with a candidate or with a contending faction or group in an election for public or party office: or
  - c. Involve any lobbying on the Federal or State level; or
  - d. Involve the construction, operation, or maintenance of so much of any facility as is used or is to use for sectarian instruction or as a place of religious worship.
5. EMPLOYER FURTHER AGREES TO:
- a. Reasonably supervise the work performed by student participants and permit reasonable inspection by a representative of the University;
  - b. Provide to the University, for each payroll period, reports indicating the number of hours worked each week and containing the supervisor's certification as to the accuracy of the hours reported and of satisfactory performance on the part of the student;
  - c. Allow no student to work for more than nineteen (19) hours per week during the school term, and not more than forty (40) hours per week during winter or spring break.
  - d. Pay to the University, upon receipt of an invoice, fifty per cent (50%) of the total compensation to be paid to students participating in the program. Such percentage includes a ten per cent (10%) Administrative Surcharge for cost of administering this Agreement.
  - e. Notify the University, in writing, of the date and reason for termination of any Work-Study student;
  - f. Not permit the student to earn more than the amount of his/her permissible Work-Study eligibility as stated by the University on the student's HIRE RECORD in the ER system or most recent notification. In the event of overpayment, employer shall be responsible for payment of one hundred per cent (100%) of wages earned in excess of the student's eligibility.
  - g. Provide Worker's Compensation coverage for the student. Employer shall provide verification of Worker's Compensation Coverage upon request.
6. UNIVERSITY ADDITIONALLY AGREES TO:
- a. Disburse all compensation of student for work performed under this Agreement. No student, however, will be compensated for fringe benefits such as: holiday pay, sick leave or vacation;
  - b. Immediately notify the Employer of the student's ineligibility for continued employment due to reduction of or disqualification for financial aid;
  - c. Bill the agency on a month basis for fifty per cent (50%) of each student's total earnings.
7. INDEMNIFICATION BY EMPLOYER
- To the extent authorized by law, the Employer shall indemnify, hold harmless and defend the University, its officers, agents and employees against any and all claims and liability for

workers' compensation benefits by students employed by Employer which arise within the course and scope of the students employment for Employer, and against all liability, claims, losses, demands or actions for injury to or death of persons or damage to property arising out of or in consequence of this Agreement provided such liability, claims, losses, demands or actions for injury to or death of persons or damage to property are due to the acts or omissions of the Employer, its officers, agents, or employees in the performance of this Agreement.

#### 8. INDEMINIFICATION BY UNIVERSITY

To the extent authorized by law, University shall indemnify, hold harmless, and defend Employer, its officers, agents, and employees against all liability, claims, losses, demands and actions for injury to or death of persons or damage to property arising out of or in consequence of this Agreement, provided such liability, claims, demands, losses or actions are due to the acts or omissions of the University, its officers, agents, employees or student participants (but only when under the University's direct supervision or control) in the performance of this Agreement.

#### 9. INSURANCE

- a. The Employer shall maintain at all times during the performance of this Agreement public and property damage, and/or commercial general liability insurance, or equivalent self-insurance, in a minimum amount of at least \$1,000,000 for each occurrence. The University shall be named as an additional insured, but only with respect to such liabilities as may arise out of the Employer's activities under this Agreement. The Employer's insurer or administrator of self-insurance shall agree that the above coverage shall be primary and for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance affected by the University except that the above provisions shall not apply with respect to the negligence of the University. Employer may satisfy this requirement by obtaining the appropriate endorsement to the relevant master policy(ies) of liability insurance or self-insurance program that Employer maintains.
  - b. The University shall maintain at all times during the performance of this Agreement public and property damage, and/or commercial general liability insurance, or equivalent self-insurance in a minimum amount of at least \$1,000,000 for each occurrence. The Employer shall be named as an additional insured, but only with respect to such liabilities as may arise out of the University's activities under this Agreement. The University's insurer or administrator of self-insurance shall agree that the above coverage shall be primary and for the full amount of any loss up to and including the total limit of liability without right of contribution from any other insurance affected by the Employer except that the above provisions shall not apply with respect to the negligence of the Employer. The University may satisfy this requirement by obtaining the appropriate endorsement to the relevant master policy(ies) of liability insurance or self-insurance program that the University maintains.
  - c. The insurance limits and provisions contained herein shall not limit the liability of either the University or the Employer in any manner whatsoever for their own individual negligence or willful misconduct.
10. It is agreed that the Employer shall have the right to terminate the student's employment (with or without cause) upon reasonable notification to the student and the University,

and that the student shall have the right to terminate his/her employment upon reasonable notification to the Employer.

11. This Agreement shall be subject to the availability of funds to the University for the portion of the student's compensation not to be paid by the Employer.
12. Either party may cancel this Agreement with written notice if the other party fails to comply with the provisions of this Agreement.
13. This Agreement shall terminate on the **15th** Day of **JUNE 2023**, unless sooner terminated, and shall be subject to extension by the mutual agreement of the parties in writing.
14. This Agreement represents the entire agreement and understanding between the parties, and supersedes any prior or contemporaneous agreement or understanding. This Agreement may only be modified by written agreement, signed by both parties.
15. Should either party fail to comply or enforce a provision of this Agreement, such action or inaction shall not constitute a waiver or non-enforcement of any other provision or any subsequent or similar failure to comply.

In witness whereof, the parties hereto have executed this agreement on the day and year first written above.

The Regents of the University of California

|                      |   |       |
|----------------------|---|-------|
| _____                | _____   | _____ |
| Agency Name          | Director, Financial Aid & Scholarship Office<br>New Contacts Only | Date  |
| _____                | _____   | _____ |
| Authorized Signature | Associate Director, Career Success<br>Renewal Contacts Only       | Date  |
| _____                |   |       |
| Print Name           |   |       |
| _____                |   |       |
| Date                 |   |       |

Reviewed and revised by Katina Ancar  
UC Office of General Counsel 3/2010

|   |  |
|---|--|
| <p><b>THIS SECTION FOR OFF CAMPUS AGENCY ONLY: (Please complete this section)</b></p> <p><b>ORG NAME:</b> _____</p> <p><b>BILLING ADDRESS:</b><br/>_____</p> <p><b>TELEPHONE NUMBER</b><br/>_____</p> <p><b>(SIGNATORY BELOW)</b></p> | <p><b>THIS SECTION FOR FINANCIAL AID OFFICE ONLY:</b></p> <p><b>FOAPAL:</b> _____</p> <p><b>CORP ACCT:</b></p> |
|---|--|

**UNIVERSITY OF CALIFORNIA - SANTA CRUZ  
FEDERAL WORK-STUDY PROGRAM  
OFF-CAMPUS TIME SHEET SIGNATURE AUTHORIZATIONS**

The following signature has been designated by your agency as having authority to verify the hours reported on the Federal Work-Study time sheet as being a true record of hours worked. The Financial Aid Office will then authorize payment to the employee based on this verification. Your agency will be billed for your portion of the employee's wages plus a surcharge. **ONLY THE AUTHORIZED SIGNATORY LISTED BELOW MAY VERIFY A WORK-STUDY EMPLOYEE'S HOURS ON THE UCSC TIME REPORTING WORKSHEET FOR YOUR AGENCY. THE STUDENT HOURS SUBMITTED ON CRUZ PAY WORK-STUDY TIMESHEET MUST MATCH YOUR APPROVED HOURS FOR IDENTICAL PAY PERIOD. IF ALL ABOVE DO NOT MATCH AND/OR ARE NOT RECEIVED BY DEADLINE, STUDENT'S TIMESHEET WILL BE REJECTED AND MANUAL LATE SUBMISSION WILL BE REQUIRED FOR PAYMENT TO EMPLOYEE.**

**The signature below should be the individual who will authorize the time sheet of the student. If more than one person will authorize hours, a signed sheet needs to be completed by each individual.**

These signatures are valid for the duration of the academic year unless canceled for changed by written notice.

| <b>PRINT OR TYPE NAME BELOW</b> | <b>SIGNATURE</b> | <b>DATE</b> |
|---------------------------------|------------------|-------------|
|                                 |                  |             |

ORIGINAL: FINANCIAL AID OFFICE  
COPY 1: OFF-CAMPUS AGENCY  
COPY 2: CAREER SUCCESS

**THIS SECTION FOR CAREER SUCCESS USE ONLY: On-Campus:**  
WCO> Conservation Corps Human Services Corps  
MCO> Math Tutors  
SCO> Science Tutors  
LCO> Literature Tutors  
RCO> Reading Tutors

**Off-Campus:**  
WCS>Conservation Corps Human Services Corps  
MCS>Math Tutors  
SCS>Science Tutors  
LCS> Literature Tutors  
RCS> Reading Tutors

|   |  |
|---|--|
| <p><b>THIS SECTION FOR OFF CAMPUS AGENCY ONLY: (Please complete this section)</b></p> <p><b>ORG NAME:</b> _____</p> <p><b>BILLING ADDRESS:</b></p> <p>_____</p> <p><b>TELEPHONE NUMBER</b></p> <p>_____</p> <p><b>(SIGNATORY BELOW)</b></p> | <p><b>THIS SECTION FOR FINANCIAL AID OFFICE ONLY:</b></p> <p><b>FOAPAL:</b> _____</p> <p><b>CORP ACCT:</b></p> |
|---|--|

**UNIVERSITY OF CALIFORNIA - SANTA CRUZ  
FEDERAL WORK-STUDY PROGRAM  
OFF-CAMPUS TIME SHEET SIGNATURE AUTHORIZATIONS**

The following signature has been designated by your agency as having authority to verify the hours reported on the Federal Work-Study time sheet as being a true record of hours worked. The Financial Aid Office will then authorize payment to the employee based on this verification. Your agency will be billed for your portion of the employee's wages plus a surcharge. **ONLY THE AUTHORIZED SIGNATORY LISTED BELOW MAY VERIFY A WORK-STUDY EMPLOYEE'S HOURS ON THE UCSC TIME REPORTING WORKSHEET FOR YOUR AGENCY. THE STUDENT HOURS SUBMITTED ON CRUZ PAY WORK-STUDY TIMESHEET MUST MATCH YOUR APPROVED HOURS FOR IDENTICAL PAY PERIOD. IF ALL ABOVE DO NOT MATCH AND/OR ARE NOT RECEIVED BY DEADLINE, STUDENT'S TIMESHEET WILL BE REJECTED AND MANUAL LATE SUBMISSION WILL BE REQUIRED FOR PAYMENT TO EMPLOYEE.**

**The signature below should be the individual who will authorize the time sheet of the student. If more than one person will authorize hours, a signed sheet needs to be completed by each individual.**

These signatures are valid for the duration of the academic year unless canceled for changed by written notice.

| <b>PRINT OR TYPE NAME BELOW</b> | <b>SIGNATURE</b> | <b>DATE</b> |
|---------------------------------|------------------|-------------|
|                                 |                  |             |

ORIGINAL: FINANCIAL AID OFFICE  
COPY 1: OFF-CAMPUS AGENCY  
COPY 2: CAREER SUCCESS

**THIS SECTION FOR CAREER SUCCESS USE ONLY: On-Campus:**  
WCO> Conservation Corps Human Services Corps  
MCO> Math Tutors  
SCO> Science Tutors  
LCO> Literature Tutors  
RCO> Reading Tutors

**Off-Campus:**  
WCS>Conservation Corps Human Services Corps  
MCS>Math Tutors  
SCS>Science Tutors  
LCS> Literature Tutors  
RCS> Reading Tutors

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Victor Services Rate Revision

**MEETING DATE:** September 6, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the Residential Therapeutic Program and Non-Public School rate increase for the 2023-2024 regular school year. *Due to the confidentiality regulations that protect the identity of students with disabilities, the student name has been omitted.*

**BACKGROUND:**

The Master Contract with Victor Services was approved at the June 14, 2023 SCCS Board meeting based on the rates that were known at the time. On July 1, 2023, new Non-Public School rates went into effect and the Short-Term Residential Treatment Program (STRTP) rate was approved for the amount of \$16,328 per month. This increase, in addition to the Non-Public School rate increases associated with this placement result in an updated total cost for the placement of this student.

Service Period: July 1, 2023 through June 30, 2024.

**FISCAL IMPACT:**

Rate increase not to exceed \$52,674.00 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 #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*

**Victor Treatment Centers – Santa Rosa  
North Valley School, NPS/NPA  
3164 Condo Ct., Santa Rosa 95403**

**2023-2024**

The following package was designed to assist in preparation for our 2023-2024 Contractual Agreements.

Our Basic Education daily rate will be **\$294.00**

**Additional Related Services as per IEP will be billed as follows:**

- Speech and Language (sub-contracted) = \$130.00 per hour
- One to One Aide = \$194.00 per day
- Medication Support Services (psychiatrist only) \$10.83/minute (average 60min per month)
- Individual, Group and Family counseling = \$3.85/min
- Other Transition services and Social Work services = \$3.85/min
- 

**The STRTP Residential Board and Care state approved rate is \$16,328.00 effective July 1, 2023.**

\*For rate related questions please contact  
Kelly Hernandez, Executive Director (707) 360-1905.

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Out of State Travel Request

**MEETING DATE:** September 6, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the out of state travel of two Special Education staff who will be assessing two students currently placed in residential treatment at parent expense. The purpose of the assessments is to determine whether these students are eligible for special education. Travel will take place from September 11th, 2023 through September 14th, 2023.

**BACKGROUND:**

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 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*

**Agenda Item: 8.4.1.7**



# Santa Cruz City Schools Conference & Travel Request Form



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

Request Date: 8.29.2023

Return To: \_\_\_\_\_

Name(s): Kristina Cabrera, Joaquin Castillo Job Title: Special Ed. teacher  
School psychologist

Conference Name: N/A

Conference Date(s): \_\_\_\_\_

Travel Dates: Departing: 9.11.2023 Time: AM Returning: 9.14.2023 Time: PM

Conference Location: PROVO, UTAH

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)                              |         |                               |                        |  |
|--------------------------------------|--|---------|-------------------------------|------------------------|--|
|                                      | 9.11.23                                      | 9.12.23 | 9.13.23                       | 9.14.23                |  |
| Conference registration fee          |  |         |                               |                        |  |
| Meals (\$65/day max, including tip)  | 130.-  | 130.-   | 130.-                         | 130.-                  |  |
| Lodging                              | 300.-  | 300.-   | 300.-                         |                        |  |
| Airline fare                         | 900.-  |         |                               |                        |  |
| Mileage: _____ miles @ .655 /mi.     |  |         |                               |                        |  |
| Other transportation                 | 100.-  |         |                               |                        |  |
| District Substitute Cost             | 185.-  | 185.-   | 185.-                         | 185.-                  |  |
| Misc/Other                           |  |         |                               |                        |  |
| Total Daily Est. Expense             |  |         |                               |                        |  |
| Total Trip Est. Expense (per person) | 1,580.-                                      |         |                               | Number of attendees: 2 |  |
| <b>GRAND TOTAL</b>                   | <b>3,140.-</b>                               |         |                               |                        |  |
| Funding source (i.e. Title I)        | SPECIAL EDUCATION                            |         |                               |                        |  |
| District or site expense:            | <input checked="" type="checkbox"/> District |         | <input type="checkbox"/> Site |                        |  |
| Budget account number                |  |         |                               |                        |  |

➤ Supervisor's Name: Stacy O'Farrell Supervisor's Signature: [Signature]

➤ Approval of Assist. Superintendent of ES or HR: \_\_\_\_\_ Date: \_\_\_\_\_

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

DO Use Only

Returned to site finance tech and admin \_\_\_\_\_  
*initial*

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Independent Consultant Agreement: TTC4SUCCESS

**MEETING DATE:** September 6, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Agreement for Professional Services for new services through the 2023-2024 regular school year from September 7, 2023 through January 31, 2024 . *Due to the confidentiality regulations that protect the identity of disabled pupils, the student names have been omitted.*

**BACKGROUND:**

Contractor is a Licensed Educational Psychologist who will provide a comprehensive psychoeducational evaluation, including a Functional Behavior Analysis for one student. Contractor will complete the assessment, provide a written report that meets legal requirements, and attend Individualized Educational Program meeting(s) to present the report to the Individualized Educational Program team.

**FISCAL IMPACT:**

Not to exceed \$10,000 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*

**SANTA CRUZ CITY SCHOOLS  
INDEPENDENT CONSULTANT AGREEMENT  
(SPECIAL EDUCATION)**

---

This INDEPENDENT CONSULTANT AGREEMENT (“Agreement”) is made and entered into effective September 7, 2023 (the “Effective Date”), by and between Santa Cruz City Schools (“District”) and **TTC4Success** (“Consultant” and together with District, the “Parties”).

**RECITALS**

- A. **WHEREAS**, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and
- B. **WHEREAS**, the District is in need of such special services and advice and Consultant warrants that it is specially trained, experienced, competent and duly licensed under the laws of the State of California to perform the services pursuant to this Agreement; and
- C. **WHEREAS**, the Consultant agrees to perform the Services described in this Agreement to the District’s satisfaction and in accordance with the standards of its profession this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, for good and sufficient consideration, receipt of which is acknowledged, the Parties agree as follows:

- 1. **Services.** The Consultant shall provide the Services as described in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by this reference (“Services”). Changes in the Scope of Services shall be made in writing, signed by both Parties, and particularly describe the change in Services, including payment and terms, as applicable.
- 2. **Consultant Qualifications.** Consultant represents and warrants to District that Consultant, and all of Consultant’s employees, agents, and subconsultants providing Services under this Agreement (the “Consultant Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Consultant and any Consultant Parties performing Services shall be competent to perform those Services.
- 3. **Standard of Care.** Consultant’s Services will be performed, findings obtained, and reports and recommendations prepared, in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4. **Term.** This Agreement shall begin on August 29, 2023, and shall terminate upon completion of the Services, but no later than January 31, 2024 (“Term”), except as otherwise stated in Section 5 below. There shall be no extension of the Term of this Agreement without the express written consent of all Parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Consultant or the Consultant Parties. In the event of early termination, Consultant shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Consultant, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.
5. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party, however the Parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Consultant if: (1) Consultant or Consultant Parties materially breach any of the terms of this Agreement; (2) any act or omission of Consultant or the Consultant Parties exposes District to potential liability or may cause an increase in District’s insurance premiums; (3) Consultant is adjudged a bankrupt; (4) Consultant makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Consultant’s insolvency; or (6) Consultant or Consultant Parties fail to comply with or make material representations as to the licensing and qualifications, fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Consultant’s receipt of the notice.
6. **Payment of Fees for Services.** District agrees to pay Consultant fees at the rate of \$10,000.00 per psychoeducational assessment, including a Functional Behavior Analysis for Services satisfactorily performed. Consultant shall not increase the rate over the course of this Agreement. Total fees (“the Fee”) paid by District to Consultant shall not exceed \$10,000.00. Any work performed by Consultant in excess of the Fee shall not be compensated. District agrees to pay the Fee, up to the maximum amount provided herein, within thirty (30) days of receipt of a detailed invoice from Consultant, including any additional supporting documentation District reasonably requests.
7. **Removal & Replacement of Consultant’s Employee(s).** In the event that District, in its sole discretion, desires, at any time during the Term of this Agreement, that any of Consultant’s employees or Consultant Parties, cease providing Services under this Agreement and/or are removed from District property, Consultant shall, immediately upon receiving written and/or verbal notice from District, cause such Consultant employee(s) or Consultant Parties to immediately cease providing Services under this Agreement and shall ensure such Consultant employee(s) or Consultant Parties are removed from District property. Consultant shall provide qualified replacement employee(s) or Consultant Parties, satisfactory to District, upon within three (3) days of a District request for such replacement.
8. **Public Health and Safety.** At all times while performing the Services, Consultant and Consultant Parties shall comply with all applicable legal, contractual, and local government requirements related to COVID-19 and other contagious diseases and public health emergencies, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities.
9. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the “District Parties”), from and against any and all claims, demands, liabilities,

damages, losses, suits and actions, and expenses, including, but not limited to attorney fees and costs including fees of consultants of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant or Consultant Parties in the performance of or failure to perform Consultant's obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of the site(s), Consultant's or the Consultant Parties' performance of the Services, Consultant's or Consultant Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 8 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

10. **Equipment and Materials.** Consultant at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, "Equipment") which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Consultant or Consultant Parties, even if such Equipment is furnished, rented or loaned to Consultant or Consultant Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Consultant must then promptly remedy or replace it at no additional cost to District and subject to District's reasonable satisfaction.
11. **Insurance.** Without in any way limiting Consultant's liability, or indemnification obligations as set forth in this Agreement, Consultant shall secure and maintain throughout the Term of this Agreement the following insurance:
  - a. Comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such policy shall specifically state: "Coverage does not contain limitations of coverage or exclusions for molestation, sexual abuse, child abuse, or child endangerment.";
  - b. Commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, if applicable;
  - c. Professional liability insurance covering errors and omissions with coverage limits of \$1,000,000 per claim; and
  - d. Worker's compensation insurance as required by Labor Code section 3200, et seq., if applicable.

Neither Consultant nor any of the Consultant Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Consultant's insurance policies shall be attached to this Agreement as proof of insurance.

12. **Taxes.** All payments made by District to Consultant pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Consultant, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant and the Consultant Parties and otherwise in connection with this Agreement.
13. **Independent Consultant Status.** The Parties agree that Consultant is free from the control and direction of District in connection with Consultant's performance of the Services. Consultant is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Consultant certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Consultant understands and agrees that Consultant and Consultant Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.
14. **Fingerprinting/Criminal Background Investigation Certification.** Consultant and the Consultant Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Before performing any Services, Consultant shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required Certification attached hereto as **Exhibit B**.

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

15. **Confidential Information.** Consultant and Consultant Parties shall maintain the

confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information (“Confidential Information”). Consultant and Consultant Parties shall not disclose Confidential Information to any person not party to this Agreement without the express written consent of District, except as required by law, or as necessary for Consultant and Consultant Parties to perform the Services. Upon termination of this Agreement, Consultant and Consultant Parties shall turn over to District all Confidential Information related to the Services provided pursuant to this Agreement. If Consultant or any of the Consultant Parties is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, Consultant and any Consultant Parties served shall promptly send to District notice(s) of the legal process, but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that District may exercise any applicable legal rights and remedies. Consultant shall require its employees and Consultant Parties, as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its employees or Consultant Parties access to Confidential Information in the absence of such agreement. The obligations imposed in this Section shall survive the termination of this Agreement.

16. **Assignment/Successors and Assigns.** Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.
17. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
18. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Santa Cruz, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
20. **Notices.** All notices required to be given between the Parties shall be in writing and transmitted by any of the following methods: (1) facsimile (fax) with proof of transmission; (2) overnight mail with proof of delivery; (3) email provided receipt is acknowledged; (4) personal delivery; (5) certified mail, return receipt requested; or (6) by regular mail placed in the United States Mail, postage prepaid, as follows:

1 .

**To District:**  
Santa Cruz City Schools  
Attn: Director of Special Education  
133 Mission Street, Suite 100

**To Consultant:**  
TTC4Success  
Attn: Tasha Arneson  
951-523-0520



Santa Cruz, CA 95060  
Telephone: (831) 429-3410  
Email: sofarrell@sccs.net  
Facsimile: (831) 429-3447

tasha@ttc4success.com

21. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Consultant and Consultant Parties shall comply with all applicable federal, state, local and District laws, rules, regulations and ordinances, including but not limited to those related to special education, student discipline, fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Consultant agrees that it shall comply, and shall ensure that Consultant Parties comply, with all legal requirements for the performance of Services under this Agreement and that failure to do so shall constitute material breach.
22. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.
23. **Attorney Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.
24. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.
25. **Time.** Time is of the essence to this Agreement.
26. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.
27. **Reports.** Consultant shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subconsultants. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Consultant shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.
28. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
29. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any

subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

- 30. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- 31. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
- 32. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

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

**SANTA CRUZ CITY SCHOOLS**

**TTC4SUCCESS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: [Stacy O'Farrell](#)

Name: \_\_\_\_\_

Title: Director of Special Education

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT**

Contractor is a Licensed Educational Psychologist who will provide a comprehensive psychoeducational assessment, including a Functional Behavior Analysis, for one secondary-aged student. Contractor will complete the assessment, provide a written report that meets legal requirements, and attend IEP meeting(s) to present the report to the IEP team.

## **EXHIBIT B**

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

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

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

I, as \_\_\_\_\_ [insert "owner" or officer title] of \_\_\_\_\_ [insert name of business entity] , have read the foregoing and agree that \_\_\_\_\_ [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**  
**ATTACHMENT 1**  
**Violent and Serious Felonies**

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

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

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

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision

**EXHIBIT B  
ATTACHMENT 2  
Form for Certification of Lack of Felony Convictions**

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

Entity Name: \_\_\_\_\_  
 Date of Entity's Contract with District: \_\_\_\_\_  
 Scope of Entity's Contract with District: \_\_\_\_\_

I, \_\_\_\_\_ [insert name], am the \_\_\_\_\_ [insert "owner" or officer title] for \_\_\_\_\_ [insert name of business entity] ("Entity"), which entered a contract on \_\_\_\_\_, 20\_\_, with the District for \_\_\_\_\_.

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

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

Date: \_\_\_\_\_, 20\_\_

Signature: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity: \_\_\_\_\_



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Independent Consultant Agreement: Kim Cardilla, PhD

**MEETING DATE:** September 6, 2023

**FROM:** Dorothy Coito, Assistant Superintendent of Educational Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Ratify the Agreement for Professional Services for new services through the 2023-2024 regular school year from August 21, 2023 through January 31, 2024 . *Due to the confidentiality regulations that protect the identity of disabled pupils, the student names have been omitted.*

**BACKGROUND:**

Contractor is a Licensed Educational Psychologist who will provide a comprehensive psychoeducational assessment for one student. Contractor will complete the assessment, provide a written report that meets legal requirements, and attend Individualized Educational Program meeting(s) to present the report to the Individualized Educational Program team.

**FISCAL IMPACT:**

Not to exceed \$3,500 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*

**SANTA CRUZ CITY SCHOOLS  
INDEPENDENT CONSULTANT AGREEMENT  
(SPECIAL EDUCATION)**

---

This INDEPENDENT CONSULTANT AGREEMENT (“Agreement”) is made and entered into effective August 21, 2023 (the “Effective Date”), by and between Santa Cruz City Schools (“District”) and **Kim Cardilla, PhD** (“Consultant” and together with District, the “Parties”).

**RECITALS**

- A. **WHEREAS**, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and
- B. **WHEREAS**, the District is in need of such special services and advice and Consultant warrants that it is specially trained, experienced, competent and duly licensed under the laws of the State of California to perform the services pursuant to this Agreement; and
- C. **WHEREAS**, the Consultant agrees to perform the Services described in this Agreement to the District’s satisfaction and in accordance with the standards of its profession this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, for good and sufficient consideration, receipt of which is acknowledged, the Parties agree as follows:

- 1. **Services.** The Consultant shall provide the Services as described in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by this reference (“Services”). Changes in the Scope of Services shall be made in writing, signed by both Parties, and particularly describe the change in Services, including payment and terms, as applicable.
- 2. **Consultant Qualifications.** Consultant represents and warrants to District that Consultant, and all of Consultant’s employees, agents, and subconsultants providing Services under this Agreement (the “Consultant Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Consultant and any Consultant Parties performing Services shall be competent to perform those Services.
- 3. **Standard of Care.** Consultant’s Services will be performed, findings obtained, and reports and recommendations prepared, in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4. **Term.** This Agreement shall begin on August 21, 2023, and shall terminate upon completion of the Services, but no later than January 31, 2024 (“Term”), except as otherwise stated in Section 5 below. There shall be no extension of the Term of this Agreement without the express written consent of all Parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Consultant or the Consultant Parties. In the event of early termination, Consultant shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Consultant, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.
5. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party, however the Parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Consultant if: (1) Consultant or Consultant Parties materially breach any of the terms of this Agreement; (2) any act or omission of Consultant or the Consultant Parties exposes District to potential liability or may cause an increase in District’s insurance premiums; (3) Consultant is adjudged a bankrupt; (4) Consultant makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Consultant’s insolvency; or (6) Consultant or Consultant Parties fail to comply with or make material representations as to the licensing and qualifications, fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Consultant’s receipt of the notice.
6. **Payment of Fees for Services.** District agrees to pay Consultant fees at the rate of \$3,500.00 per psychoeducational assessment for Services satisfactorily performed. Consultant shall not increase the rate over the course of this Agreement. Total fees (“the Fee”) paid by District to Consultant shall not exceed \$3,500.00. Any work performed by Consultant in excess of the Fee shall not be compensated. District agrees to pay the Fee, up to the maximum amount provided herein, within thirty (30) days of receipt of a detailed invoice from Consultant, including any additional supporting documentation District reasonably requests.
7. **Removal & Replacement of Consultant’s Employee(s).** In the event that District, in its sole discretion, desires, at any time during the Term of this Agreement, that any of Consultant’s employees or Consultant Parties, cease providing Services under this Agreement and/or are removed from District property, Consultant shall, immediately upon receiving written and/or verbal notice from District, cause such Consultant employee(s) or Consultant Parties to immediately cease providing Services under this Agreement and shall ensure such Consultant employee(s) or Consultant Parties are removed from District property. Consultant shall provide qualified replacement employee(s) or Consultant Parties, satisfactory to District, upon within three (3) days of a District request for such replacement.
8. **Public Health and Safety.** At all times while performing the Services, Consultant and Consultant Parties shall comply with all applicable legal, contractual, and local government requirements related to COVID-19 and other contagious diseases and public health emergencies, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities.
9. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the “District Parties”), from and against any and all claims, demands, liabilities,

damages, losses, suits and actions, and expenses, including, but not limited to attorney fees and costs including fees of consultants of any kind, nature and description (collectively, the “Claims”) directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant or Consultant Parties in the performance of or failure to perform Consultant’s obligations under this Agreement, including, but not limited to Consultant’s or Consultant Parties’ use of the site(s), Consultant’s or the Consultant Parties’ performance of the Services, Consultant’s or Consultant Parties’ breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 8 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act (“FEHA”).

10. **Equipment and Materials.** Consultant at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, “Equipment”) which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Consultant or Consultant Parties, even if such Equipment is furnished, rented or loaned to Consultant or Consultant Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Consultant must then promptly remedy or replace it at no additional cost to District and subject to District’s reasonable satisfaction.
  
11. **Insurance.** Without in any way limiting Consultant’s liability, or indemnification obligations as set forth in this Agreement, Consultant shall secure and maintain throughout the Term of this Agreement the following insurance:
  - a. Comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such policy shall specifically state: “Coverage does not contain limitations of coverage or exclusions for molestation, sexual abuse, child abuse, or child endangerment.”;
  - b. Commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, if applicable;
  - c. Professional liability insurance covering errors and omissions with coverage limits of \$1,000,000 per claim; and
  - d. Worker’s compensation insurance as required by Labor Code section 3200, et seq., if applicable.

Neither Consultant nor any of the Consultant Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Consultant's insurance policies shall be attached to this Agreement as proof of insurance.

12. **Taxes.** All payments made by District to Consultant pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Consultant, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant and the Consultant Parties and otherwise in connection with this Agreement.
13. **Independent Consultant Status.** The Parties agree that Consultant is free from the control and direction of District in connection with Consultant's performance of the Services. Consultant is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Consultant certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Consultant understands and agrees that Consultant and Consultant Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.
14. **Fingerprinting/Criminal Background Investigation Certification.** Consultant and the Consultant Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Before performing any Services, Consultant shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required Certification attached hereto as **Exhibit B**.

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

15. **Confidential Information.** Consultant and Consultant Parties shall maintain the

confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information (“Confidential Information”). Consultant and Consultant Parties shall not disclose Confidential Information to any person not party to this Agreement without the express written consent of District, except as required by law, or as necessary for Consultant and Consultant Parties to perform the Services. Upon termination of this Agreement, Consultant and Consultant Parties shall turn over to District all Confidential Information related to the Services provided pursuant to this Agreement. If Consultant or any of the Consultant Parties is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, Consultant and any Consultant Parties served shall promptly send to District notice(s) of the legal process, but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that District may exercise any applicable legal rights and remedies. Consultant shall require its employees and Consultant Parties, as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its employees or Consultant Parties access to Confidential Information in the absence of such agreement. The obligations imposed in this Section shall survive the termination of this Agreement.

16. **Assignment/Successors and Assigns.** Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.
17. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
18. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Santa Cruz, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
20. **Notices.** All notices required to be given between the Parties shall be in writing and transmitted by any of the following methods: (1) facsimile (fax) with proof of transmission; (2) overnight mail with proof of delivery; (3) email provided receipt is acknowledged; (4) personal delivery; (5) certified mail, return receipt requested; or (6) by regular mail placed in the United States Mail, postage prepaid, as follows:

1 .

**To District:**  
Santa Cruz City Schools  
Attn: Director of Special Education  
133 Mission Street, Suite 100

**To Consultant:**  
Kim Cardilla  
Attn: Kim Cardilla  
740 Front Street, Suite 320

Santa Cruz, CA 95060  
Telephone: (831) 429-3410  
Email: sofarrell@sccs.net  
Facsimile: (831) 429-3447

Santa Cruz, CA 95060  
831.710.1455  
kimcardilla@gmail.com

21. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Consultant and Consultant Parties shall comply with all applicable federal, state, local and District laws, rules, regulations and ordinances, including but not limited to those related to special education, student discipline, fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Consultant agrees that it shall comply, and shall ensure that Consultant Parties comply, with all legal requirements for the performance of Services under this Agreement and that failure to do so shall constitute material breach.
22. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.
23. **Attorney Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.
24. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.
25. **Time.** Time is of the essence to this Agreement.
26. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.
27. **Reports.** Consultant shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subconsultants. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Consultant shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.
28. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
29. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any

subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.

- 30. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- 31. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
- 32. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

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

**SANTA CRUZ CITY SCHOOLS**

**Kim Cardilla, PhD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: [Stacy O'Farrell](#)

Name: \_\_\_\_\_

Title: Director of Special Education

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## **EXHIBIT A**

### **SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT**

Contractor is a Licensed Educational Psychologist who will provide a psychoeducational assessment for one secondary-aged student. Contractor will complete the assessment, provide a written report that meets legal requirements, and attend IEP meeting(s) to present the report to the IEP team.

## **EXHIBIT B**

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

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

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

I, as \_\_\_\_\_ [insert "owner" or officer title] of \_\_\_\_\_ [insert

name of business entity] , have read the foregoing and agree that \_\_\_\_\_  
\_\_\_\_\_ [insert name of business entity] will comply with the requirements of Education Code  
§45125.1 as applicable, including submission of the certificate mentioned above.

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**  
**ATTACHMENT 1**  
**Violent and Serious Felonies**

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

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

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

- (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress,

menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Encompass Community Services Lease Renewal

**MEETING DATE:** September 6, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve renewal of lease agreement between Santa Cruz City Schools and Encompass Community Services to lease space at 255 Swift Street.

**BACKGROUND:**

The district owns and operates that certain real property located at 255 Swift Street, Santa Cruz, CA 95060. Encompass Community Services on behalf of Head Start/Early Head Start desires to renew their lease agreement with the district. The contract renewal follows this cover.

**FISCAL IMPACT:**

The lease revenue agreement is \$1,000 annually through August 31, 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.

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

**FACILITIES USE AGREEMENT  
BETWEEN  
SANTA CRUZ CITY SCHOOLS  
AND  
ENCOMPASS COMMUNITY SERVICES**

This Facilities Use Agreement (“Agreement”) is entered into by and between Santa Cruz City Schools (“District”) and Encompass Community Services, on behalf of Head Start/Early Head Start (“Encompass”), as of \_\_\_\_\_, 2023 (“Effective Date”). The District and Encompass may be referred to in this Agreement individually as “Party” and collectively as the “Parties.”

**RECITALS**

- A. **WHEREAS**, pursuant to Education Code sections 38130 *et seq.* (“Civic Center Act”), the management, direction, and control of school facilities are vested in the District’s Board of Education (“Board”), and the Board may provide for the use of school facilities as a civic center where such use is consistent with school purposes and does not interfere with the regular conduct of schoolwork; and
- B. **WHEREAS**, the District owns and operates that certain real property located at 255 Swift Street, Santa Cruz, California 95060 (“Swift Street Campus”) and that certain real property located at 175 Benito Avenue, Santa Cruz, California 95062 (“Branciforte Campus” and together with the Swift Street Campus, the “School Sites”); and
- C. **WHEREAS**, Encompass is duly licensed and qualified to provide Head Start and Early Head Start early education services and programming to children of families residing within the District’s boundaries and surrounding areas as a component program of Encompass Community Services (the “Program”); and
- D. **WHEREAS**, on or about September 1, 2013, the Parties entered into that certain Memorandum of Understanding allowing Encompass to place its own relocatable building on the Swift Street Campus for the purpose of operating its Program (the “2013 Swift Street MOU”) for a term of five (5) years; and
- E. **WHEREAS**, on or about March 8, 2017, the Parties entered into that certain Facilities Use Agreement, as amended by that certain First Addendum, dated August 30, 2018, and that certain Second Addendum dated March 26, 2021, allowing Encompass to use the District-owned “Kinder Pod” as well as its own relocatable building located at the Swift Street Campus for the expanded operation of its Program, with a term expiring on August 31, 2023 (the “2017 Swift Street FUA, as amended”); and
- F. **WHEREAS**, on or about September 1, 2013, the Parties entered into that certain Memorandum of Understanding allowing Encompass to utilize a District-owned portable building at the Branciforte Campus for the purpose of operating its Program for a term of five (5) years, which Memorandum of Understanding was amended by that certain First Addendum dated August 29, 2018, extending the term of the



Memorandum of Understanding until August 31, 2023 (the “2013 Branciforte MOU, as amended”); and

G. **WHEREAS**, the Parties, in acknowledging the importance of Head Start and Early Head Start services for families within the District’s boundaries and surrounding areas, now desire to enter into this Agreement permitting Encompass to continue operating its Program at the School Sites, in accordance with applicable law and subject to the terms and conditions as set forth herein; and

H. **WHEREAS**, the Parties now intend this Agreement to supersede and replace in their entirety the 2013 Swift Street MOU, the 2017 Swift Street FUA, as amended, and the 2013 Branciforte MOU, as amended.

**NOW, THEREFORE**, in consideration of the above Recitals, which are incorporated herein by this reference, and of the mutual covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

1. Grant of Use of Facilities. Subject to the terms and conditions set forth in this Agreement, the District hereby grants to Encompass and Encompass hereby accepts from District the right to use and occupy the following facilities (“Facilities”) at each of the School Sites for the operation of its Program:
  - a. Swift Street Campus.
    - i. One (1) relocatable building owned by Encompass, as more particularly described and identified on the aerial photo attached hereto as **Exhibit A** and incorporated herein by reference.
    - ii. The District-owned Kinder Pod, as more particularly described and identified at **Exhibit A**.
  - a. Branciforte Campus.
    - i. One District-owned relocatable building, as more particularly described and identified on the aerial photo attached hereto as **Exhibit B** and incorporated herein by reference.
  - b. Encompass shall use the Facilities in accordance with School Site and District rules and regulations.
  - c. Encompass shall be responsible for providing all equipment and other materials for its use of the Facilities unless use of District equipment and materials has been authorized in advance by District or School Site administration.

2. Term. The term of this Agreement (“Term”) shall be for a period of five (5) years, commencing on the Effective Date, and terminating on \_\_\_\_\_, 20\_\_\_, unless earlier terminated as provided in this Agreement.
3. Annual Use Fee.
  - a. Within twenty (20) days of the Effective Date of this Agreement, and annually thereafter on each anniversary of the Effective Date during the Term of this Agreement, Encompass shall pay to the District an Annual Use Fee in the amount of \$1,000.00 for use of the Facilities at each of the School Sites, for a total Annual Use Fee of \$2000.00, which Annual Use Fee shall include the cost of gas, electricity, sewer, and trash collection for the Facilities.
  - b. Failure to pay the total Annual Use Fee within twenty (20) business days of the Effective Date or annually thereafter on each anniversary of the Effective Date during the Term of this Agreement, shall constitute a breach of this Agreement and may result in immediate termination of this Agreement by the District.
  - c. The Parties understand and agree that the District may adjust the Annual Use Fee prior to the commencement of each fiscal year during the Term of this Agreement with sixty (60) days’ written notice to Encompass.
4. Telephone, Internet, and Custodial Services. Encompass shall be responsible, at its own cost and expense, for telephone and internet service, and for custodial services for the Facilities.
5. “As Is” Condition. The Facilities are provided to Encompass in an “as is” condition. The District shall not be required to make or construct any alterations including structural changes, additions or improvements to the Facilities. Encompass acknowledges that neither the District nor the District’s agents have made any representation or warranty as to the suitability of the Facilities for its operation of the Program.
6. Relocation. The District has the right to relocate the Program at each School Site to a different location or to Facilities equivalent in size and suitability to the current Facilities in use, no more than one time during the Term of this Agreement, with ninety (90) days’ notice to Encompass.
7. Limitations on Use; Compliance with Law.
  - a. The Facilities shall be used only for the purpose of operating and maintaining the Program. No other uses shall be permitted without the prior written consent of the District.
  - b. Encompass shall comply with all federal, state, local, and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements regarding operation of the Program, public health orders, and all rules and regulations governing operation of its Program as presently enacted or hereafter amended or issued (“Law”).

- c. Encompass shall operate and maintain the Program in a manner that complies with all of the regulations relating to the operation and licensing of Head Start and Early Head Start services and programming in California.
  - d. Encompass shall not use, permit, or allow the Facilities or School Sites to be used, occupied, or improved under this Agreement in any manner or for any purpose that is in any way in violation of any Law.
  - e. Encompass will not permit the possession or consumption of alcohol or the use of tobacco products by its employees, volunteers, licensees, or invitees in the Facilities or School Sites.
  - f. All materials, equipment, and supplies provided or used by Encompass at or on the Facilities or School Sites shall fully conform to all applicable Law. Encompass shall not, without the District's prior written consent, keep on or around the Facilities or School Sites for use, disposal, transportation, treatment, storage or sale, any substance designated as, or containing components designated as, hazardous, dangerous, toxic or harmful and/or subject to regulation by any federal, state or local law, regulation, statute or ordinance, except those which are normally used day-to-day for standard industrial, municipal, office, retail or commercial purposes and which shall be stored and used in compliance with all applicable laws and regulations.
  - g. Parking of vehicles by Encompass employees, agents, licensees, and invitees shall be confined to designated parking areas. Vehicles including but not limited to cars, trucks, campers, mobile homes, and trailers shall not be parked at the Facilities or School Sites for more than one day, without the prior written consent of the District.
8. Licensure & Permitting. Encompass represents and warrants to the District that it is duly licensed and qualified to provide the services and programming offered through the Program, and agrees that it will obtain or has obtained, and that it will maintain at all times during the Term hereof, any necessary permits, certifications, and licenses for the operation and maintenance of its Program. Encompass shall provide the District with copies of all required permits, certifications, and licenses for operation of the Program within three (3) business days of a request from the District. Failure to comply with the terms of this Section or any of the conditions and required funding and licensing conditions necessary to operate the Program shall constitute a default and be grounds for immediate termination of this Agreement.
9. Program Administration & Operation. Encompass shall be solely responsible for the administration and operation of its Program, including hiring and supervision of its employees, processing of payroll, tax payments, workers' compensation, health and welfare benefits, accounting, and wage reporting services, as well as the preparation of all legally required and District-requested reports. Except as expressly set forth in this Agreement, the District will have no responsibility for any part of the operation and management of the Program or for any costs or expenses related thereto.

10. Fingerprinting & Background Checks.

- a. Encompass shall at all times comply with the fingerprinting and criminal background investigation requirements of California Education Code section 45125.1. Before providing any Program services under this Agreement, Encompass shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required Certification attached as **Exhibit C**.
- b. Encompass further agrees and acknowledges that if at any time during the Term of this Agreement, Encompass learns or becomes aware of additional information which differs in any way from the information learned or provided pursuant to Section 45125.1, or Encompass adds personnel who will provide Program services under this Agreement, Encompass shall immediately notify the District and prohibit any new personnel from interacting with students until the fingerprinting and background check requirements have been satisfied and the District determines whether any interaction is permissible.

11. Security of Facilities. Encompass shall be responsible for securing and locking the Facilities at the end of each workday. Encompass shall not change any locks or make additional copies of keys without the prior written consent of the District. All keys shall be returned to the District at the termination or expiration of this Agreement.

12. Right of Entry and Inspection. The District and its officers, agents, and employees shall have the right to enter the Facilities at any reasonable time for the purpose of inspecting the same. Except in cases of emergency, the District shall provide Encompass with notice at least one (1) business day in advance of any District entry and inspection. The District shall also have the right, with three (3) business days' notice, to inspect all Program records maintained by Encompass, including but not limited to enrollment, attendance, licensing, and accounting records.

13. District Operations. Encompass will ensure that its operation of the Program does not disturb or disrupt the District's operation and use of the School Sites.

14. Furnishings & Equipment. Encompass shall provide all furnishings, fixtures, equipment, office supplies, and other items necessary to properly operate and maintain the Program.

15. Maintenance, Upkeep, and Repairs.

- a. At its sole cost and expense, and in addition to the Health and Safety requirements set forth in this Agreement, Encompass shall be responsible for maintaining the Facilities in a safe, clean, and hygienic condition at all times which shall include, at a minimum: keeping all floors swept and clear of debris, ensuring that all rubbish is placed in trash containers and/or dumpsters at the end of each day, and storing or sealing all foodstuffs in such a manner so as to not be an attractant to mice, rats, and other vermin. Wipes and other

personal hygiene items shall be bagged and disposed of in trash containers or dumpsters and shall not be flushed down toilets.

- b. Minor maintenance and repairs of District-owned Facilities that would normally occur through use, other than those repairs and maintenance addressed herein, shall be the responsibility of Encompass. For the purposes of this Agreement, “minor repairs and maintenance” shall include but not be limited to replacement of heat/air filters and replacement of light bulbs and lamps and other maintenance and repairs costing less than Two Hundred and Fifty Dollars (\$250.00).
- c. Apart from those items for which Encompass is solely responsible for as set forth in this Agreement, the District shall be responsible for major repairs and maintenance of District-owned Facilities. For the purposes of this Agreement, “major repairs and maintenance” shall mean any repairs to heating, air conditioning, ventilating, electrical and lighting equipment, fixtures, interior and exterior walls, ceilings, windows, doors, and plate glass, costing Two Hundred and Fifty Dollars (\$250.00) or more.

18. Health and Safety Mandates.

- a. Encompass shall comply with all applicable Federal, State, local, and District laws, regulations, ordinances, policies, procedures, state executive orders and public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, limits on large gatherings, the use of personal protective equipment (“PPE”) such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of the COVID-19 and other contagious diseases.
- b. Encompass will provide its staff with information and training about COVID-19, including its symptoms, how it is transmitted, how to prevent transmission, current guidance and directives from the State and local departments of public health, and any other information and/or resources necessary to help prevent the spread of COVID-19 and other contagious diseases, and will ensure that the Facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, disposable masks and gloves, and hand sanitizer).
- c. Encompass, shall, at its sole cost and expense, disinfect and sanitize all surfaces in the Facilities at the end of each day in accordance with the most recent guidelines from the California Department of Public Health (“CDPH”).

19. Alterations and Improvements. Encompass shall make no alterations, improvements, or modifications (“Improvements”) to the Facilities without the prior written consent of the District.

20. Signage. Encompass shall not place any signage on the Facilities or School Sites without prior written consent of the District. Encompass shall promptly remove the signage on termination or expiration of this Agreement and shall restore the Facilities

and School Sites, following removal of the signage, to the condition existing prior to installation of the signage.

21. Termination.

- a. Either Party may terminate this Agreement at any time and for any reason with ninety (90) days' prior written notice to the other Party.
- b. The District may immediately terminate this Agreement upon any of the following:
  - i. Encompass's failure to obtain or maintain all required permits, certifications, or licenses necessary to operate the Program;
  - ii. Encompass's failure to obtain or maintain the insurance coverage as specified in this Agreement;
  - iii. Encompass's violation of any Law as set forth in this Agreement;
  - iv. The District's determination, in its sole discretion, that the Program poses a risk to the health and safety of students; or
  - v. Encompass's breach of any material term or condition of this Agreement and its failure to cure such breach within ten (10) business days of written notice from the District unless an extension to this cure period is granted by the District.

22. Surrender of Facilities. At the expiration or termination of this Agreement, the Parties agree as follows:

- a. Encompass shall return the District-owned Facilities to the District in a state of good repair and order, ordinary wear and tear excepted. Any damage to the District-owned Facilities or any District-owned property resulting from Encompass's use or occupation thereof, excepting ordinary wear and tear, shall be repaired or replaced by District and invoiced to Encompass in accordance with the District's usual billing practices. Payment for such costs will be made by Encompass within thirty (30) days of receipt of invoice; and
- b. Encompass shall remove all of its personal property from the School Sites within thirty (30) days of termination or expiration of this Agreement, unless another arrangement or timeline for such removal is agreed upon by the Parties.

23. Designated Representative. Encompass shall designate in writing an on-site representative who shall serve as liaison with the District and who shall be responsible for the day-to-day operation of the Program. Encompass shall provide the District with contact information, including a cell phone number and email address, for its designated Program representative.

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

- a. A comprehensive general liability policy and automobile policy using an occurrence policy form, with combined single limits of \$3,000,000.00, or \$1,000,000.00 per person and \$1,000,000.00 per accident, with no aggregate limit. Such policy shall specifically state: "Coverage does not contain limitations of coverage or exclusions for molestation, sexual abuse, child abuse, or child endangerment." The District shall be named as an additional insured on the policy by endorsements. The policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. A copy of the declarations page of Encompass's policy shall be attached to this Agreement as proof of insurance. Encompass shall not alter or terminate said insurance policy without at least thirty (30) prior days' notice to the District. Any altered or terminated insurance policy shall be replaced with an insurance policy meeting the requirements of this Section, so that the terms of the replacement policy become effective no later than the termination or alteration of the prior policy.
- b. A policy or policies of insurance for all of Encompass's personal property located at both of the School Sites equal to 100% of its replacement cost.
- c. Worker's Compensation Insurance as required by Law.

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

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

To District:  
Santa Cruz City Schools  
Attn: Asst. Superintendent, Business Services  
133 Mission Street, Suite 100

Santa Cruz, CA 95060  
Email: jmonreal@sccs.net

To Encompass:  
Attn: Monica Martinez  
Executive Director  
Encompass Community Services  
380 Encinal Street, # 200  
Santa Cruz, CA 95060  
Email: [FILL]

27. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions, and subject matter which have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for Santa Cruz County, subject to any transfer of venue as required by law.
28. Severability. If any provision or any part of this Agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy, law, statute, or ordinance by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
29. Assignment. Neither Party may assign, transfer any of its obligations, rights, or duties under this Agreement. Any such purported assignment or transfer shall be void and shall constitute a breach of this Agreement.
30. Amendment. This Agreement may be amended only by a writing signed by both the Parties.
31. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no prior agreement, statement, promise, or representation made by any party, employee, officer, or agent which is not contained herein shall be binding or valid.
32. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Facsimile signature pages transmitted to either Party to this Agreement shall be deemed equivalent to original signatures on counterparts.
33. Warrant of Authority. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.

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



**SANTA CRUZ CITY SCHOOLS**

By: \_\_\_\_\_

Name: Jim Monreal

Title: Assistant Superintendent for Business Services

Date: \_\_\_\_\_

**ENCOMPASS COMMUNITY SERVICES**

By: \_\_\_\_\_

Name: Monica Martinez

Title: Executive Director

Date: \_\_\_\_\_

**EXHIBIT A**

**Aerial Photo of 255 Swift Street Showing Facilities**

**EXHIBIT B**

**Aerial Photo of 175 Benito Avenue Showing Facilities**

## **EXHIBIT C**

### **FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FOR CONTRACTS OTHER THAN CONSTRUCTION CONTRACTS (Education Code Section 45125.1)**

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

1. You (as a business entity) shall ensure that each of your employees who interacts with pupils outside of the immediate supervision and control of the pupil's parent or guardian or a school employee has a valid criminal records summary as described in Education Code section 44237. (Education Code §45125.1(a).) You shall do the same for any other employees as directed by the District. (Education Code §45125.1(c).) When you perform the criminal background check, you shall immediately

provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. (Education Code §45125.1(a).)

2. You shall not permit an employee to interact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45122.1. (Education Code §45125.1(e).) See the lists of violent and serious felonies in **Attachment 1** to this Notice.
3. Prior to performing any work or services under your contract with the District, and prior to being present on District property or being within the vicinity of District pupils, you shall certify in writing to the District under the penalty of perjury that neither the employer nor any of its employees who are required to submit fingerprints, and who may interact with pupils, have been convicted of a felony as defined in Education Code section 45122.1, and that you are in full compliance with Education Code section 45125.1. (Education Code §45125.1(f).) For this certification, you shall use the form in **Attachment 2** to this Notice.
4. If you are providing the above services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.1, above. An “emergency or exceptional” situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. The District shall determine whether an emergency or exceptional situation exists. (Education Code §45125.1(b).)
5. If you are an individual operating as a sole proprietor of a business entity, you are considered an employee of that entity for purposes of Education Code section 45125.1, and the District shall prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as \_\_\_\_\_ [*insert “owner” or officer title*] of \_\_\_\_\_ [*insert name of business entity*], have read the foregoing and agree that \_\_\_\_\_ [*insert name of business entity*] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## ATTACHMENT 1

### Violent and Serious Felonies

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

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.

- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

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

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug,

as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

**ATTACHMENT 2**

**Form for Certification of Lack of Felony Convictions**

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

Entity Name:

\_\_\_\_\_

Date of Entity's Contract with District:

\_\_\_\_\_

Scope of Entity's Contract with District:

I, \_\_\_\_\_ [insert name] , am the \_\_\_\_\_ [insert "owner" or officer title] for \_\_\_\_\_ [insert name of business entity] ("Entity"), which entered a contract on \_\_\_\_\_, 20\_\_, with the District for \_\_\_\_\_.

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

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

Date: \_\_\_\_\_, 20\_\_

Signature: \_\_\_\_\_

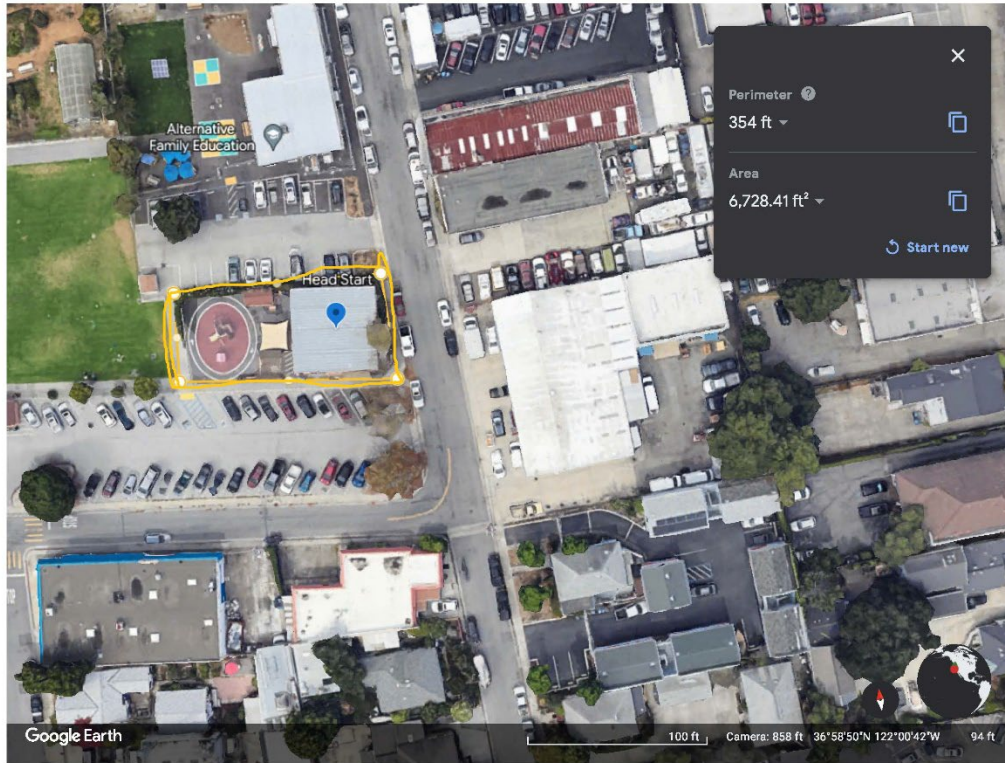
Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

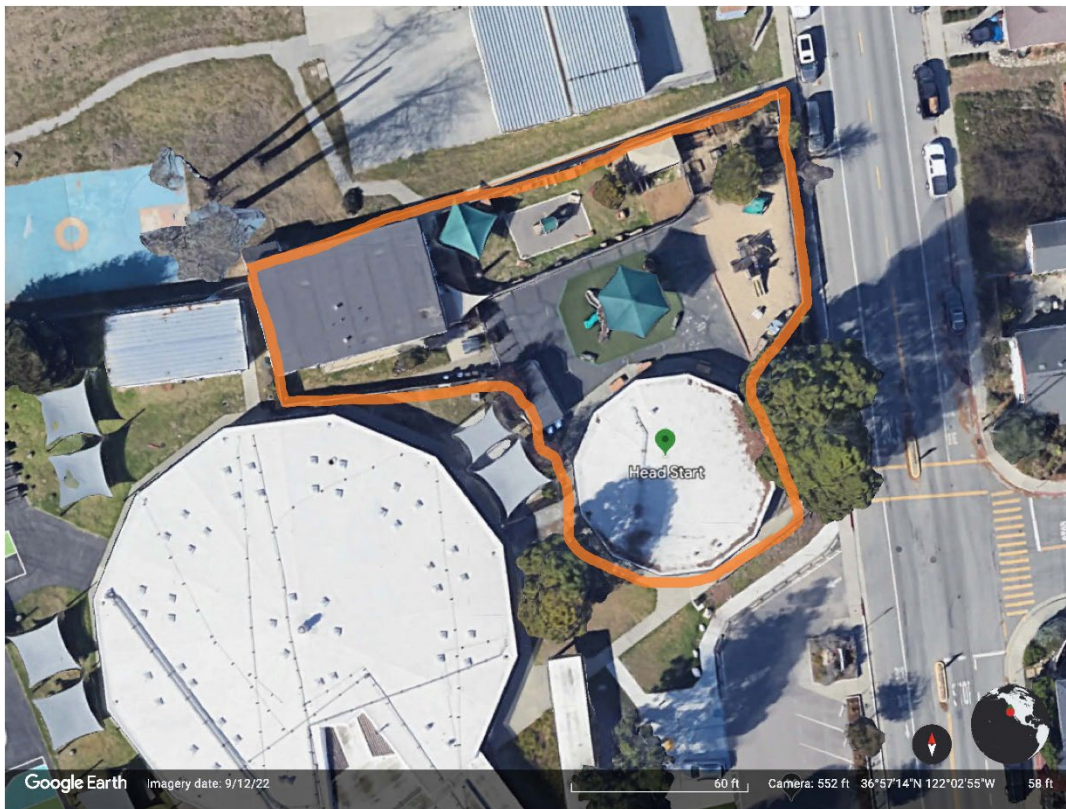
Entity: \_\_\_\_\_



**Benito Location:**



**Swift Street Location:**



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Moore Twining Proposal for HVAC Special Inspections and Materials Testing

**MEETING DATE:** September 6, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve Moore Twining proposal for HVAC special inspections and materials testing.

**BACKGROUND:**

This proposal consists of an estimate for special inspection and materials testing services for the HVAC projects at Bay View Elementary School and DeLaveaga Elementary School as part of the energy services agreement with Climatec that was approved in October 2022. This service is required by the Division of the State Architect.

|  |  |
|--|--|
| <b>Energy Services Agreement</b>         | <b>\$6,586,457 (approved &amp; budgeted BofA loan)</b> |
| <b>Solar Panel Design</b>                | <b>\$254,931 (approved &amp; budgeted CalSHAPE)</b>    |
| <b>Solar Testing &amp; Inspections</b>   | <b>\$54,986.50 (approved &amp; budgeted RDA Fund)</b>  |
| <b>DSA Inspector</b>                     | <b>\$118,405 (approved &amp; budgeted RDA Fund)</b>    |
| <b>DeLaveaga ADA Path of Travel</b>      | <b>\$ 91,200.00 (approved &amp; budgeted RDA Fund)</b> |
| <b>HVAC Inspector of Record</b>          | <b>\$31,500.00 (approved &amp; budgeted RDA Fund)</b>  |
| <b>Solar Inspector of Record</b>         | <b>\$118,450.00 (approved &amp; budgeted RDA Fund)</b> |
| <b>Bay View HVAC Abatement</b>           | <b>\$86,071.00 (approved &amp; budgeted RDA Fund)</b>  |
| <b>Bay View HVAC Abatement Oversight</b> | <b>\$9,964.00 (approved &amp; budgeted RDA Fund)</b>   |
| <b>HVAC Testing &amp; Inspections</b>    | <b>\$11,460.26 (this agenda item)</b>                  |
| <b>Estimated Total</b>                   | <b>\$7,363,424,76</b>                                  |

**FISCAL IMPACT:**

\$11,460.26 Total Elementary Redevelopment Agency Fund (Restricted)

Cost Breakdown by site:

\$5,136.12 DeLaveaga Elementary School

\$6,324.14 Bay View Elementary 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*



August 4, 2023

MTP No. 0468-23

Santa Cruz City Schools District  
133 Mission Street Suite 100  
Santa Cruz, California 95060

**Project:** Bay View Elementary School HVAC Project  
Bay View Elementary School  
DSA Application No. 01-120344  
DSA File No. 44-42  
1231 Bay Street  
Santa Cruz, California 95060

**Subject: Proposal for Special Inspection and Materials Testing Services**

Dear Committee:

We appreciate the opportunity to submit this proposal for special inspection and materials testing services for the proposed Bay View Elementary School HVAC Project located in Santa Cruz, California. This proposal presents our understanding and a brief description of the project, our scope of services, our estimated fees, scheduling details, our assumptions, exclusions, and closing statements.

Moore Twining Associates, Inc. (Moore Twining), established in 1898, has provided engineering and testing services for more than 120 years. Moore Twining is certified as a Disabled Veterans Business Enterprise (DVBE) by the Office of Small Business & Disabled Veteran Business Enterprise Services (OSDS). Our DVBE certification number is 16472. Our firm is certified by the State of California Division of State Architect (DSA), Laboratory Evaluation and Acceptance Program (LEA #065 Fresno, #200 Sand City, #201 Sacramento, and #278 Riverside). Our firm is also approved as an inspection agency by the American Association of State Highway Transportation Officials (AASHTO), the State of California Department of Transportation (CALTRANS), Cement and Concrete Reference Laboratory (CCRL), and the City of Los Angeles. Moore Twining also participates in various professional organizations.

Moore Twining has the qualifications and the experience that are required to provide the materials testing and special inspections services for this project.

**PROJECT DESCRIPTION**

Our understanding of the project was developed based on our review of the following project documents:

- Project Plans, prepared by TKJ Structural Engineering, dated September 19, 2023; and
- DSA Form 103, File No. 44-42, Application No. 01-120344, dated July 12, 2022.

The project consists of the replacement of three HVAC units and associated ductwork and piping, the addition of three condensing units, seven fan coil units, four ductless wall mounted fan coil units, and two

**CENTRAL VALLEY**  
2527 Fresno Street  
Fresno, CA 93721  
559-268-7021 • 559-268-7126 Fax

**CENTRAL COAST**  
501 Ortiz Avenue  
Sand City, CA 93955  
831-392-1056 • 831-392-1059

**NORTHERN CALIFORNIA**  
165 Commerce Circle, Suite D  
Sacramento, CA 95815  
916-381-9477 • 916-381-9478 Fax

**SOUTHERN CALIFORNIA**  
11800 Sterling Avenue, Suite C  
Riverside, CA 92503  
951-898-8932 • 951-898-8974 Fax

rooftop heat pump units at an existing school. Work is to include the construction of new concrete equipment pads and the installation of new post-installed anchors.

### SCOPE OF SERVICES

The scope of materials testing and inspection services for the project were based on the requirements of the project plans and DSA form 103. It should be noted that a project schedule, project specifications, and a geotechnical investigation report were not provided to our firm to prepare this proposal and fee estimate.

Based on our review of the project documents, our services will consist of the observation and testing of structural concrete and post-installed anchors. A detailed description of the testing and inspection services that are anticipated for this project are provided below.

### Cast-In-Place Structural Concrete

Cast-in-place structural concrete is anticipated for two new concrete equipment pads.

Our scope of services will include periodic inspection of formwork and continuous observation during the placement of structural concrete as well as sampling and testing of concrete. A set of five (5) 4-inch by 8-inch concrete cylinders were cast for each 50 cubic yards or fraction thereof, for each day that the concrete is placed. The cylinders will be transported to our laboratory and tested for compressive strength. One (1) cylinder will be tested at 7 days, three (3) cylinders will be tested at 28 days, and one (1) cylinder will be held and tested at 56 days if the required compressive strength is not met at 28 days. Slump, air content and temperature tests will be performed at the truck at the time the compressive strength samples are taken.

Based on a review of the DSA Form 103, the inspection of the reinforcing steel placement is not required by the special inspector. However, the project specifications state that the districts' inspector is to inspect the placement of reinforcing steel, therefore it has been excluded within our scope.

It should be noted that DSA IR 17-10 has modified how the material ID, sampling and tagging of the reinforcing steel is to be performed. Based upon the changes noted in this document, the number of trips required to perform the material ID and sampling has doubled, as the DSA IR 17-10 now requires the reinforcing steel to be tested in the laboratory and found to be meeting the project requirements prior to the second trip to tag the reinforcement for shipment to the job site.

It should also be noted that DSA Form 103 eliminates batch plant inspections for this project.

The following tasks related to the cast-in-place concrete observation and testing, and their estimated durations are as follows.

| <u>Estimated Inspection for Reinforcement of Cast-In-Place Structural Concrete</u> |                        |                       |                    |
|--|------------------------|-----------------------|--------------------|
| <u>Structural Member</u>   | <u>Estimated Trips</u> | <u>Hours per Trip</u> | <u>Total Hours</u> |
| Reinforcement Material ID and Sampling   | 2                      | 4                     | 8                  |
| Estimated Inspection Hours:  |                        |                       | 8                  |

| <b>Estimated Inspection/Sampling for Cast-In-Place Structural Concrete</b> |                        |                       |                    |
|--|------------------------|-----------------------|--------------------|
| <b>Structural Member</b>   | <b>Estimated Trips</b> | <b>Hours per Trip</b> | <b>Total Hours</b> |
| Equipment Pads   | 1                      | 8                     | 8                  |
| Sample Pick Up   | 1                      | 2                     | 2                  |
| Estimated Inspection Hours:  |                        |                       | 10                 |

| <b>Structural Concrete Material Tests for Cast-in-Place Structural Concrete</b> |                               |                           |
|---|-------------------------------|---------------------------|
| <b>Structural Element</b>   | <b>Test</b>                   | <b>Estimated Quantity</b> |
| Equipment Pads  | Concrete Compressive Strength | 2 (Set of 5)              |
| Reinforcement   | Bend/Tensile                  | 1                         |

**Post Installed Anchors**

Post-installed anchors are anticipated to be utilized throughout the project.

Our scope of service will include observation for the type and size of the anchor bolts as well as the diameter, depth, and cleanout of the drilled holes for post-installed anchor bolts. If pull tests are required, these tests can be performed by our firm under a separate proposal or change order.

The tasks anticipated for post-installed anchors and the assumed durations are presented in the following table.

| <b>Estimated Inspection/Testing Durations for Post-Installed Anchors and Epoxy Dowels</b> |                        |                       |                    |
|---|------------------------|-----------------------|--------------------|
| <b>Structural Member</b>  | <b>Estimated Trips</b> | <b>Hours per Trip</b> | <b>Total Hours</b> |
| Installation Inspection   | 3                      | 6                     | 18                 |
| Estimated Inspection Hours:   |                        |                       | 18                 |

**PROJECT COORDINATION, REVIEW, ENGINEERING SUPPORT, AND REPORTING**

In addition to the testing services described above, our firm will also provide engineering support. This support would include reviewing material submittals or certificates of compliance when requested, reviewing inspection reports, reviewing laboratory testing reports, and preparing a final report indicating if the work and materials used to construct the project, that were included in our scope of services, are in conformity with the requirements of the project documents.

A Project Manager will be assigned to the project for the services provided by Moore Twining. The Moore Twining Project Manager is solely for managing the services provided by Moore Twining and is not related to any aspect of the actual construction which is the responsibility of the General Contractor. To the extent possible, Moore Twining will have one primary inspector, who is qualified to perform the required tested, assigned to the project to provide continuity and quality assurance for the project. Our Project Manager will work closely with the Santa Cruz City School District representative to dispatch the inspectors to the job site when they are needed, verify that the dispatched inspectors are certified to

perform the required testing, verify that the required testing is being performed, and verify that deviations are being recorded and tracked until resolved.

A critical part of any inspection for projects is the ability to track and verify correction of structural discrepancies. A "Log of Discrepancies" will be maintained. This log is used to track discrepancies and verify these discrepancies are addressed during construction. If a discrepancy requires an RFI or design change, the discrepancy may need to be tracked for some time.

The tasks related to the project coordination, review, engineering support, and reporting and their estimated durations are as follows:

| <b>Estimated Engineering Support and Project Management</b> |                    |
|---|--------------------|
| <b>Task</b>   | <b>Total Hours</b> |
| Project Management of Testing and Inspection Services       | 8                  |
| Registered Civil Engineer                                   | 4                  |

**ESTIMATED FEES**

Our fee estimates to provide the testing and inspection services described in this proposal is presented in Table 1 below.

| <b>Table 1 - Fee Estimate to Provide Materials Testing &amp; Inspection Services</b> |              |                 |                 |                      |
|--|--------------|-----------------|-----------------|----------------------|
| <b>Bay View Elementary School HVAC Project</b>                                       |              |                 |                 |                      |
| <b>1231 Bay Street, Santa Cruz, California 95060.</b>                                |              |                 |                 |                      |
| <b>Scope Description</b>   | <b>Units</b> | <b>Quantity</b> | <b>Unit Fee</b> | <b>Estimated Fee</b> |
| <b>Cast-In-Place Structural Concrete</b>   |              |                 |                 |                      |
| Reinforcement Material ID and Sampling   | Hour         | 8               | \$65.00         | \$520.00             |
| Tensile Strength/Bend Testing  | Test         | 1               | \$116.00        | \$116.00             |
| Inspection and Sampling of Concrete  | Hour         | 8               | \$126.00        | \$1,008.00           |
| Concrete Compressive Strength  | Set          | 2               | \$100.00        | \$200.00             |
| Sample Pick-Up   | Hour         | 4               | \$63.00         | \$252.00             |
| Mileage Charge   | Miles        | 336             | \$0.655         | \$220.08             |
| Vehicle and Equipment Charge   | Trip         | 4               | \$25.00         | \$100.00             |
| <b>Subtotal</b>  |              |                 |                 | <b>\$2,416.08</b>    |
| <b>Post-Installed Anchors</b>  |              |                 |                 |                      |
| Anchor Inspections   | Hour         | 18              | \$126.00        | \$2,268.00           |
| Mileage Charge   | Miles        | 252             | \$0.655         | \$165.06             |
| Vehicle and Equipment Charge   | Trip         | 3               | \$25.00         | \$75.00              |
| <b>Subtotal</b>  |              |                 |                 | <b>\$2,508.06</b>    |
| <b>Project Coordination, Review, Engineering Support, and Reporting</b>              |              |                 |                 |                      |
| Project Manager  | Hour         | 8               | \$100.00        | \$800.00             |
| Registered Civil Engineer  | Hour         | 4               | \$150.00        | \$600.00             |

|  |                   |
|--|-------------------|
| <b>Subtotal</b>  | <b>\$1,400.00</b> |
| <b>Total Estimated Fee for Testing and Inspection Services</b> | <b>\$6,324.14</b> |

The above fee estimate was prepared based on our review of the project documents provided to our firm. It should be noted that the total fee for our services is directly influenced by the construction schedule, weather conditions, scheduling by the Client, efficiency of the contractor and subcontractors performing the work and other factors outside our control; thus, our fees could be more or less than estimated. Since these items are beyond our control, our services will be provided on a time and materials basis and the estimated fee presented in this proposal should serve as a budget estimate for these services. Moore Twining will only charge for those services performed and billed in accordance with the fees and invoicing section of this proposal. Our firm will notify you of scope changes that occur during the course of the project if these scope changes increase our fees.

Please note that it has been assumed that there would be no over-time or weekend work for this project and therefore has been excluded in our fee estimate. It should be noted that a construction schedule was not provided to our firm at the time this proposal and fee estimate was prepared.

### FEES AND INVOICING

It is our understanding that **this project is subject to State of California prevailing wage** requirements for work performed. Our fees are based on two-hour minimum billing and two-hour increments thereafter for inspectors, field technicians and engineers portal-to-portal. The rates presented in Table 1 are based on 8-hour workdays, Monday through Friday. Overtime (beyond eight hours per day or after forty hours in five days per week) or premium (including Saturdays) is billed at 150% of our stated hourly rates. Double-time (beyond 12 hours per day) and Sundays or holidays will be billed at 200% of our stated hourly rates. If additional testing is required beyond the scope of this proposal, those services would be billed in accordance with our current 2023 Prevailing Wage Fee Schedule.

An itemized listing of the tests and inspections performed will be provided on each invoice. Payment is due on the 10th of the next succeeding month following the date of invoice and is considered past due thereafter. A finance charge of 1.5% per month service charge (18% per annum) may be assessed on past due accounts.

### DELIVERABLES

Moore Twining will provide a daily field report for each day that an inspection is performed at off-site fabrication shops and on the project site. These reports will be followed by reports signed by the project manager or project engineer. Laboratory reports will be provided for the materials tested in the laboratory. These reports will be signed by the Laboratory Manager.

Moore Twining will provide a daily field report for each day that an inspection is performed on the project site. These reports will be followed by reports signed by a registered engineer. In addition, DSA forms, such as DSA Form 291, will be issued as required for the project upon notice by the Project Inspector.



Copies of reports will be sent to Santa Cruz City School District and others as directed by Santa Cruz City School District and uploaded to the DSA BOX for this project.

### **PRECONSTRUCTION MEETING**

It is recommended that a preconstruction meeting be held with the client, the architect, the structural engineer, the general contractor, and the testing laboratory to discuss the details of scheduling, reporting, invoicing, and other issues affecting the project.

### **SCHEDULING**

It is our understanding that a representative of Santa Cruz City School District will be responsible for scheduling the testing and inspection services for the project. Moore Twining can only be responsible for those inspections and tests our firm is notified of either by facsimile or electronic mail. To provide for your schedule, our firm should be notified at least one week prior to the start of construction and a 48-hour notice before each testing and/or inspection event is requested. Inspection services can be scheduled by contacting our Sand City office at (831) 392-1056.

### **NOTIFICATIONS AND EXCLUSIONS**

The following items were excluded from our scope of services and our fee estimate:

- Retests, re-inspections, standby time, and cancellations without proper notice;
- Modifications or changes to the project and/or construction schedule after the date of our proposal;
- Moisture and PH Testing of concrete;
- Out-of-State inspections and testing;
- Testing of unidentified materials;
- Testing and inspection of earthwork;
- Testing and inspection of asphalt concrete;
- Testing and inspections of structural steel;
- Testing and inspection of masonry;
- Testing and inspection of structural wood;
- Installation Inspections or Testing of Underground Utilities;
- Installation Inspections or Testing of Shotcrete;
- SWPPP Inspections and monitoring;
- Inspection of landscaping and irrigation systems;
- Inspection and testing of mechanical systems;
- Inspection and testing of electrical systems;
- Floor Flatness and Levelness Testing;
- Providing access to all construction elements requiring inspection; and
- Any items not so indicated in this proposal.



If any of these items are required during the course of the project, upon request, we can provide the aforementioned services and provide associated fees. Moore Twining is a full-service testing and inspection firm capable of meeting your needs on this project. Our estimated fee assumes the contractor will provide access to all construction elements requiring inspection at the time requested by our firm. The contractor is solely responsible for job site safety including excavation safety, support, etc.

### CLOSING REMARKS

We encourage you to consider our firm's full-service capabilities and relevant project experience as you proceed with your selection process. It is understood that if this proposal is found to be acceptable, Santa Cruz City School District will issue a purchase order or agreement for our services and provide it to our firm to execute. Should you have any questions or comments, or if we may be of any service to you, please contact us at (800) 268-7021. You can also reach Mr. Adrian Lopez directly at (559) 400-2780 or email at [AdrianL@MooreTwining.com](mailto:AdrianL@MooreTwining.com).

We sincerely appreciate the opportunity to provide this proposal and look forward to working with Santa Cruz City School District on this project.

Respectfully submitted,  
**Moore Twining Associates, Inc.**  
Construction Inspection Division

Adrian Lopez  
Staff Engineer



August 4, 2023

MTP No. 0467-23

Santa Cruz City Schools District  
133 Mission Street Suite 100  
Santa Cruz, California 95060

**Project:** De Laveaga Elementary School HVAC Project  
De Laveaga Elementary School  
DSA Application No. 01-120854  
DSA File No. 44-42  
1145 Morrissey Boulevard  
Santa Cruz, California 95065

**Subject: Proposal for Special Inspection and Materials Testing Services**

Dear Committee:

We appreciate the opportunity to submit this proposal for special inspection and materials testing services for the proposed De Laveaga Elementary School HVAC Project located in Santa Cruz, California. This proposal presents our understanding and a brief description of the project, our scope of services, our estimated fees, scheduling details, our assumptions, exclusions, and closing statements.

Moore Twining Associates, Inc. (Moore Twining), established in 1898, has provided engineering and testing services for more than 120 years. Moore Twining is certified as a Disabled Veterans Business Enterprise (DVBE) by the Office of Small Business & Disabled Veteran Business Enterprise Services (OSDS). Our DVBE certification number is 16472. Our firm is certified by the State of California Division of State Architect (DSA), Laboratory Evaluation and Acceptance Program (LEA #065 Fresno, #200 Sand City, #201 Sacramento, and #278 Riverside). Our firm is also approved as an inspection agency by the American Association of State Highway Transportation Officials (AASHTO), the State of California Department of Transportation (CALTRANS), Cement and Concrete Reference Laboratory (CCRL), and the City of Los Angeles. Moore Twining also participates in various professional organizations.

Moore Twining has the qualifications and the experience that are required to provide the materials testing and special inspections services for this project.

**PROJECT DESCRIPTION**

Our understanding of the project was developed based on our review of the following project documents:

- Project Plans, prepared by TKJ Structural Engineering, dated March 22, 2023; and
- DSA Form 103, File No. 44-42, Application No. 01-120854, dated March 23, 2023.

The project consists of the addition of three ground mounted HVAC units at an existing school. Work is to include the construction of a new concrete equipment pad, the addition of new utilities, and the installation of new post installed anchors.

**CENTRAL VALLEY**  
2527 Fresno Street  
Fresno, CA 93721  
559-268-7021 • 559-268-7126 Fax

**CENTRAL COAST**  
501 Ortiz Avenue  
Sand City, CA 93955  
831-392-1056 • 831-392-1059

**NORTHERN CALIFORNIA**  
165 Commerce Circle, Suite D  
Sacramento, CA 95815  
916-381-9477 • 916-381-9478 Fax

**SOUTHERN CALIFORNIA**  
11800 Sterling Avenue, Suite C  
Riverside, CA 92503  
951-898-8932 • 951-898-8974 Fax

## SCOPE OF SERVICES

The scope of materials testing and inspection services for the project were based on the requirements of the project plans and DSA form 103. It should be noted that a project schedule, project specifications, and a geotechnical investigation report were not provided to our firm to prepare this proposal and fee estimate.

Based on our review of the project documents, our services will consist of the observation and testing of structural concrete and post-installed anchors. A detailed description of the testing and inspection services that are anticipated for this project are provided below.

### Cast-In-Place Structural Concrete

Cast-in-place concrete is anticipated for the new concrete equipment pad.

Our scope of services will include periodic inspection of formwork and continuous observation during the placement of structural concrete as well as sampling and testing of concrete. A set of five (5) 4-inch by 8-inch concrete cylinders were cast for each 50 cubic yards or fraction thereof, for each day that the concrete is placed. The cylinders will be transported to our laboratory and tested for compressive strength. One (1) cylinder will be tested at 7 days, three (3) cylinders will be tested at 28 days, and one (1) cylinder will be held and tested at 56 days if the required compressive strength is not met at 28 days. Slump, air content and temperature tests will be performed at the truck at the time the compressive strength samples are taken.

Based on a review of the DSA Form 103, the inspection of the reinforcing steel placement is not required by the special inspector. However, the project specifications state that the districts' inspector is to inspect the placement of reinforcing steel, therefore it has been excluded within our scope.

It should be noted that DSA IR 17-10 has modified how the material ID, sampling and tagging of the reinforcing steel is to be performed. Based upon the changes noted in this document, the number of trips required to perform the material ID and sampling has doubled, as the DSA IR 17-10 now requires the reinforcing steel to be tested in the laboratory and found to be meeting the project requirements prior to the second trip to tag the reinforcement for shipment to the job site.

It should also be noted that DSA Form 103 eliminates batch plant inspections for this project.

The following tasks related to the cast-in-place concrete observation and testing, and their estimated durations are as follows.

| <u>Estimated Inspection for Reinforcement of Cast-In-Place Structural Concrete</u> |                        |                       |                    |
|--|------------------------|-----------------------|--------------------|
| <u>Structural Member</u>   | <u>Estimated Trips</u> | <u>Hours per Trip</u> | <u>Total Hours</u> |
| Reinforcement Material ID and Sampling   | 2                      | 4                     | 8                  |
| Estimated Inspection Hours:  |                        |                       | 8                  |

| <b><u>Estimated Inspection/Sampling for Cast-In-Place Structural Concrete</u></b> |                               |                              |                           |
|---|-------------------------------|------------------------------|---------------------------|
| <b><u>Structural Member</u></b>   | <b><u>Estimated Trips</u></b> | <b><u>Hours per Trip</u></b> | <b><u>Total Hours</u></b> |
| Equipment Pad   | 1                             | 6                            | 6                         |
| Sample Pick Up  | 1                             | 4                            | 4                         |
| Estimated Inspection Hours:   |                               |                              | 10                        |

| <b><u>Structural Concrete Material Tests for Cast-in-Place Structural Concrete</u></b> |                               |                                  |
|--|-------------------------------|----------------------------------|
| <b><u>Structural Element</u></b>   | <b><u>Test</u></b>            | <b><u>Estimated Quantity</u></b> |
| Equipment Pad  | Concrete Compressive Strength | 1 (Set of 5)                     |
| Reinforcement  | Bend/Tensile                  | 1                                |

**Post Installed Anchors**

Post-installed anchors are anticipated to be utilized throughout the project.

Our scope of service will include observation for the type and size of the anchor bolts as well as the diameter, depth, and cleanout of the drilled holes for post-installed anchor bolts. If pull tests are required, these tests can be performed by our firm under a separate proposal or change order.

The tasks anticipated for post-installed anchors and the assumed durations are presented in the following table.

| <b><u>Estimated Inspection/Testing Durations for Post-Installed Anchors and Epoxy Dowels</u></b> |                               |                              |                           |
|--|-------------------------------|------------------------------|---------------------------|
| <b><u>Structural Member</u></b>  | <b><u>Estimated Trips</u></b> | <b><u>Hours per Trip</u></b> | <b><u>Total Hours</u></b> |
| Installation Inspection  | 2                             | 6                            | 12                        |
| Estimated Inspection Hours:  |                               |                              | 12                        |

**PROJECT COORDINATION, REVIEW, ENGINEERING SUPPORT, AND REPORTING**

In addition to the testing services described above, our firm will also provide engineering support. This support would include reviewing material submittals or certificates of compliance when requested, reviewing inspection reports, reviewing laboratory testing reports, and preparing a final report indicating if the work and materials used to construct the project, that were included in our scope of services, are in conformity with the requirements of the project documents.

A Project Manager will be assigned to the project for the services provided by Moore Twining. The Moore Twining Project Manager is solely for managing the services provided by Moore Twining and is not related to any aspect of the actual construction which is the responsibility of the General Contractor. To the extent possible, Moore Twining will have one primary inspector, who is qualified to perform the required tested, assigned to the project to provide continuity and quality assurance for the project. Our Project Manager will work closely with the Santa Cruz City School District representative to dispatch the inspectors to the job site when they are needed, verify that the dispatched inspectors are certified to perform the required testing, verify that the required testing is being performed, and verify that deviations are being recorded and tracked until resolved.

A critical part of any inspection for projects is the ability to track and verify correction of structural discrepancies. A "Log of Discrepancies" will be maintained. This log is used to track discrepancies and verify these discrepancies are addressed during construction. If a discrepancy requires an RFI or design change, the discrepancy may need to be tracked for some time.

The tasks related to the project coordination, review, engineering support, and reporting and their estimated durations are as follows:

| <b>Estimated Engineering Support and Project Management</b> |                    |
|---|--------------------|
| <b>Task</b>   | <b>Total Hours</b> |
| Project Management of Testing and Inspection Services       | 8                  |
| Registered Civil Engineer                                   | 4                  |

**ESTIMATED FEES**

Our fee estimates to provide the testing and inspection services described in this proposal is presented in Table 1 below.

| <b>Table 1 - Fee Estimate to Provide Materials Testing &amp; Inspection Services</b> |              |                 |                 |                      |
|--|--------------|-----------------|-----------------|----------------------|
| <b>De Laveaga Elementary School HVAC Project</b>                                     |              |                 |                 |                      |
| <b>1145 Morrissey Boulevard, Santa Cruz, California 95065</b>                        |              |                 |                 |                      |
| <b>Scope Description</b>   | <b>Units</b> | <b>Quantity</b> | <b>Unit Fee</b> | <b>Estimated Fee</b> |
| <b>Cast-In-Place Structural Concrete</b>   |              |                 |                 |                      |
| Reinforcement Material ID and Sampling   | Hour         | 8               | \$65.00         | \$520.00             |
| Tensile Strength/Bend Testing  | Test         | 1               | \$116.00        | \$116.00             |
| Inspection and Sampling of Concrete  | Hour         | 6               | \$126.00        | \$756.00             |
| Concrete Compressive Strength  | Set          | 1               | \$100.00        | \$100.00             |
| Sample Pick-Up   | Hour         | 4               | \$63.00         | \$252.00             |
| Mileage Charge   | Miles        | 336             | \$0.655         | \$220.08             |
| Vehicle and Equipment Charge   | Trip         | 4               | \$25.00         | \$100.00             |
| <b>Subtotal</b>  |              |                 |                 | <b>\$2,064.08</b>    |
| <b>Post-Installed Anchors</b>  |              |                 |                 |                      |
| Anchor Inspections   | Hour         | 12              | \$126.00        | \$1,512.00           |
| Mileage Charge   | Miles        | 168             | \$0.655         | \$110.04             |
| Vehicle and Equipment Charge   | Trip         | 2               | \$25.00         | \$50.00              |
| <b>Subtotal</b>  |              |                 |                 | <b>\$1,672.04</b>    |
| <b>Project Coordination, Review, Engineering Support, and Reporting</b>              |              |                 |                 |                      |
| Project Manager  | Hour         | 8               | \$100.00        | \$800.00             |
| Registered Civil Engineer  | Hour         | 4               | \$150.00        | \$600.00             |
| <b>Subtotal</b>  |              |                 |                 | <b>\$1,400.00</b>    |
| <b>Total Estimated Fee for Testing and Inspection Services</b>                       |              |                 |                 | <b>\$5,136.12</b>    |

The above fee estimate was prepared based on our review of the project documents provided to our firm. It should be noted that the total fee for our services is directly influenced by the construction schedule, weather conditions, scheduling by the Client, efficiency of the contractor and subcontractors performing the work and other factors outside our control; thus, our fees could be more or less than estimated. Since these items are beyond our control, our services will be provided on a time and materials basis and the estimated fee presented in this proposal should serve as a budget estimate for these services. Moore Twining will only charge for those services performed and billed in accordance with the fees and invoicing section of this proposal. Our firm will notify you of scope changes that occur during the course of the project if these scope changes increase our fees.

Please note that it has been assumed that there would be no over-time or weekend work for this project and therefore has been excluded in our fee estimate. It should be noted that a construction schedule was not provided to our firm at the time this proposal and fee estimate was prepared.

### **FEES AND INVOICING**

It is our understanding that **this project is subject to State of California prevailing wage** requirements for work performed. Our fees are based on two-hour minimum billing and two-hour increments thereafter for inspectors, field technicians and engineers portal-to-portal. The rates presented in Table 1 are based on 8-hour workdays, Monday through Friday. Overtime (beyond eight hours per day or after forty hours in five days per week) or premium (including Saturdays) is billed at 150% of our stated hourly rates. Double-time (beyond 12 hours per day) and Sundays or holidays will be billed at 200% of our stated hourly rates. If additional testing is required beyond the scope of this proposal, those services would be billed in accordance with our current 2023 Prevailing Wage Fee Schedule.

An itemized listing of the tests and inspections performed will be provided on each invoice. Payment is due on the 10th of the next succeeding month following the date of invoice and is considered past due thereafter. A finance charge of 1.5% per month service charge (18% per annum) may be assessed on past due accounts.

### **DELIVERABLES**

Moore Twining will provide a daily field report for each day that an inspection is performed at off-site fabrication shops and on the project site. These reports will be followed by reports signed by the project manager or project engineer. Laboratory reports will be provided for the materials tested in the laboratory. These reports will be signed by the Laboratory Manager.

Moore Twining will provide a daily field report for each day that an inspection is performed on the project site. These reports will be followed by reports signed by a registered engineer. In addition, DSA forms, such as DSA Form 291, will be issued as required for the project upon notice by the Project Inspector.

Copies of reports will be sent to Santa Cruz City School District and others as directed by Santa Cruz City School District and uploaded to the DSA BOX for this project.

## **PRECONSTRUCTION MEETING**

It is recommended that a preconstruction meeting be held with the client, the architect, the structural engineer, the general contractor, and the testing laboratory to discuss the details of scheduling, reporting, invoicing, and other issues affecting the project.

## **SCHEDULING**

It is our understanding that a representative of Santa Cruz City School District will be responsible for scheduling the testing and inspection services for the project. Moore Twining can only be responsible for those inspections and tests our firm is notified of either by facsimile or electronic mail. To provide for your schedule, our firm should be notified at least one week prior to the start of construction and a 48-hour notice before each testing and/or inspection event is requested. Inspection services can be scheduled by contacting our Sand City office at (831) 392-1056.

## **NOTIFICATIONS AND EXCLUSIONS**

The following items were excluded from our scope of services and our fee estimate:

- Retests, re-inspections, standby time, and cancellations without proper notice;
- Modifications or changes to the project and/or construction schedule after the date of our proposal;
- Moisture and PH Testing of concrete;
- Out-of-State inspections and testing;
- Testing of unidentified materials;
- Testing and inspection of earthwork;
- Testing and inspection of asphalt concrete;
- Testing and inspections of structural steel;
- Testing and inspection of masonry;
- Testing and inspection of structural wood;
- Installation Inspections or Testing of Underground Utilities;
- Installation Inspections or Testing of Shotcrete;
- SWPPP Inspections and monitoring;
- Inspection of landscaping and irrigation systems;
- Inspection and testing of mechanical systems;
- Inspection and testing of electrical systems;
- Floor Flatness and Levelness Testing;
- Providing access to all construction elements requiring inspection; and
- Any items not so indicated in this proposal.

If any of these items are required during the course of the project, upon request, we can provide the aforementioned services and provide associated fees. Moore Twining is a full-service testing and



inspection firm capable of meeting your needs on this project. Our estimated fee assumes the contractor will provide access to all construction elements requiring inspection at the time requested by our firm. The contractor is solely responsible for job site safety including excavation safety, support, etc.

### CLOSING REMARKS

We encourage you to consider our firm's full-service capabilities and relevant project experience as you proceed with your selection process. It is understood that if this proposal is found to be acceptable, Santa Cruz City School District will issue a purchase order or agreement for our services and provide it to our firm to execute. Should you have any questions or comments, or if we may be of any service to you, please contact us at (800) 268-7021. You can also reach Mr. Adrian Lopez directly at (559) 400-2780 or email at [AdrianL@MooreTwining.com](mailto:AdrianL@MooreTwining.com).

We sincerely appreciate the opportunity to provide this proposal and look forward to working with Santa Cruz City School District on this project.

Respectfully submitted,  
**Moore Twining Associates, Inc.**  
Construction Inspection Division



Adrian Lopez  
Staff Engineer

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Smartbus WiFi Contract

**MEETING DATE:** September 6, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve annual Kajeet Smartbus WiFi contract with CDW for 2023-2024.

**BACKGROUND:**

*Extend the Classroom to the Bus*

For modern students, Internet access is essential for participating in remote learning, completing homework, and mastering digital skills. When buses are equipped with WiFi, students gain access to the Internet while traveling on daily routes, field trips, and athletic/club events. Students can connect to assignments, follow online teacher guides, visit educational portals, and so forth. Plus, a safer experience is created when students are seated and engaged.

*Kajeet SmartBus WiFi*

Each bus is equipped with both Verizon and AT&T antennae for maximum coverage. The bandwidth is nearly 1 Gbps. Kajeet SmartBus includes a firewall with customizable CIPA-compliant filters designed for K-12 to keep students safe and focused.

*Renewal*

In summer of 2022, the district completed an installation of mobile routing hardware for all 12 active buses. The hardware was purchased under the Emergency Connectivity Fund (ECF). In addition, the initial six months of service were provided at no cost. For 2023-2024, SCCS plans to use ESSER III funds to continue this program.

**FISCAL IMPACT:**

\$7,620 annual - ESSER III (Restricted)

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

- Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.
- Goal #5: SCCS will maintain a balanced budget and efficient and effective management.
- Goal #6: SCCS will maintain strong communication and partnership with its diverse community.



Thank you for choosing CDW. We have received your quote.

Hardware      Software      Services      IT Solutions      Brands      Research Hub

# QUOTE CONFIRMATION

**JON MORGAN,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL       |
|---------|------------|-----------------|------------|-------------------|
| NMMG251 | 8/9/2023   | KAJEET          | 1165316    | <b>\$7,620.00</b> |

### QUOTE DETAILS

| ITEM   | QTY | CDW#    | UNIT PRICE | EXT. PRICE |
|--|-----|---------|------------|------------|
| <a href="#">Cradlepoint NetCloud Essentials for Mobile Routers (Prime) - subscription I</a><br>Mfg. Part#: MA1-NCESS-R<br>UNSPSC: 43233204<br>Electronic distribution - NO MEDIA<br>Contract: Standard Pricing | 12  | 4949164 | \$216.00   | \$2,592.00 |
| <a href="#">KAJEET SMARTBUS UNLTD BUNDLE 1Y</a><br>Mfg. Part#: SBUNL1Y<br>Electronic distribution - NO MEDIA<br>Contract: Standard Pricing   | 12  | 6696839 | \$419.00   | \$5,028.00 |

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

|                    |                   |
|--------------------|-------------------|
| <b>SUBTOTAL</b>    | \$7,620.00        |
| <b>SHIPPING</b>    | \$0.00            |
| <b>SALES TAX</b>   | \$0.00            |
| <b>GRAND TOTAL</b> | <b>\$7,620.00</b> |

| PURCHASER BILLING INFO | DELIVER TO |
|------------------------|------------|
|------------------------|------------|

**Billing Address:**  
 SANTA CRUZ CITY SCHOOLS  
 ACCOUNTS PAYABLE  
 133 MISSION ST STE 100  
 SANTA CRUZ, CA 95060-3747  
**Phone:** (831) 429-3410  
**Payment Terms:** NET 30 Days-Govt/Ed

**Shipping Address:**  
 SANTA CRUZ CITY SCHOOLS  
 JON MORGAN  
 133 MISSION ST STE 100  
 SANTA CRUZ, CA 95060-3747  
**Phone:** (831) 429-3410  
**Shipping Method:** ELECTRONIC DISTRIBUTION

**Please remit payments to:**

CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515



**Sales Contact Info**

**Chris Atraje** | (877) 325-2820 | [chriatr@cdwg.com](mailto:chriatr@cdwg.com)

**LEASE OPTIONS**

| FMV TOTAL         | FMV LEASE OPTION      | BO TOTAL          | BO LEASE OPTION       |
|-------------------|-----------------------|-------------------|-----------------------|
| <b>\$7,620.00</b> | <b>\$214.05/Month</b> | <b>\$7,620.00</b> | <b>\$244.53/Month</b> |

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

**Need Help?**



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Santa Cruz City Schools Hotspot Memorandum of Understanding with the Santa Cruz County Office of Education 2023-24

**MEETING DATE:** September 6, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the contract with Santa Cruz County Office of Education for hotspot internet service to students and staff.

**BACKGROUND:**

One of our primary goals is to provide quality education to the students of our district. A key component is access to homework and school tasks while at home. As an approach to equity, the District has previously offered hotspots (checked out via each school library) to students who request them. Additionally, the District maintains a small number of hotspots that can be loaned to staff as needed (i.e. special events).

During COVID, SCCS purchased 65 hotspots from the Santa Cruz County of Education (SCCOE). Last year, we updated the hotspots to newer models, which typically last two years. These hotspots receive the same internet filter (Lightspeed) that classrooms use across our district.

For 2023-2024, SCCS would like to continue its arrangement with SCCOE for hotspots. No new hotspots need to be purchased, however. We are merely extending service for the current school year.

**FISCAL IMPACT:**

\$11,941 LCFF Base (Unrestricted)

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

**AGENDA ITEM: 8.4.2.4**



## **Memorandum of Understanding** **Santa Cruz County Office of Education**

This agreement is between the Santa Cruz County Office of Education (SCCOE)  
and

Santa Cruz City Schools

Statement of Purpose

The purpose of this agreement is to share

CIPA-filtered hotspots to students in Santa Cruz City Schools.

*Wherefore*, SCCOE, and Santa Cruz City Schools agree to the following:

### 1. Scope of Work:

The Santa Cruz COE will provide sixty five (65) hotspots to Santa Cruz City Schools for twelve (12) months with a fee of \$15.31/month per hotspot, which will include content filtering for all hotspots. The Santa Cruz COE will assist with any troubleshooting and support if needed around the hotspots and will liaison between the vendor and the district. If the District request to activate a new hotspot, there is an activation and deployment fee of \$62.27 (this is for new/additional hotspots only, does not include re-activating an existing hotspot). The activation and deployment fee will only be charged if the District requests new hotspots.

TERMS: The term of this Agreement is from 07/01/2023 through 06/30/2024.

COMPENSATION AND TERMS OF PAYMENT: This Memorandum of Understanding shall not exceed \$11,941.80. The terms of the Agreement may be extended as mutually agreed by the parties by means of an addendum duly executed in writing by SCCOE and Santa Cruz City Schools.

### 2. Hold Harmless- Indemnification

Each party agrees to indemnify and hold harmless the other party (including, as the case may be, the party's chief executive officer, its Board of Trustees, superintendent, officers, agents, representatives and employees as the same may be constitute from time to time hereafter) and each of them from and against all liability, losses and/or damages or expenses or costs of judgments of any kind against the indemnified party that may arise in connection with the indemnifying party's (1) failure to perform under the terms of this Agreement, and/or (2) any intentional or criminal misconduct, negligence or gross negligence arising out of, or in connection with, indemnifying party's performance of this Memorandum of Understanding.

3. Criminal Background Check: By executing this Memorandum of Understanding, the CONTRACTOR agrees that if it is determined by the SUPERINTENDENT that the

CONTRACTOR and/or their employees will have more than limited contact with students, a criminal background check through the Department of Justice in compliance with education code 42125.1 will be completed prior to services performed. If the CONTRACTOR requires a criminal background check as part of its own employment procedures, the CONTRACTOR shall certify in writing to the SUPERINTENDENT that neither the employer, nor any of its employees have been convicted of a felony (education code 45125.1). All individuals employed by the CONTRACTOR and performing services for the SUPERINTENDENT shall be listed by name on the certification which will be attached to the agreement prior to signature by the SUPERINTENDENT's officials.

(a). Santa Cruz County Office of Education (SCCOE) Determination of Fingerprinting Requirements Application:

SCCOE has considered the totality of the circumstances concerning the Project and has determined that Contractor and Contractors employees:

- are subject to fingerprinting requirements of Education Code section 42125.1 and paragraph (b) below is applicable.  
**Approved Background Check Certification form must be attached**
- are not subject to fingerprinting requirements of Education Code section 42125.1 and paragraph (c) below is applicable.

(b). (1) Contractor and all Contractor's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Ed Code Section 42125.1; (2) Contractor shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) The Contractor is required to fulfill these requirements at its own expense.

(c). Even if SCCOE has determined that fingerprinting is not required, the Contractor expressly acknowledges that the following conditions shall apply to any work performed by the Contractor and/or Contractor's employees on a school site: (1) Contractor and Contractors employees shall check in with the school office each day immediately upon arriving at the school site; (2) Consultant and Consultant's employees shall inform school office staff of their proposed activities and location at the school site; (3) Contractor and Contractor's employees shall not use student restroom facilities and (4) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

#### 4. Compliance with Law

Both parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are applicable to this Agreement including, but not limited to, nondiscrimination because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

#### 5. Insurance: CONTRACTOR under this MOU must submit proof of Commercial General Liability Insurance, Professional Liability Insurance and Worker's Compensation insurance.

(a) Worker's Compensation insurance with statutory limits as required by the Labor Code or the State of California.



- (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent contractor liability, and personal injury liability. **The insurance provided should not contain any exclusions and/or limitations of coverage for mental, physical, emotional and/or sexual abuse including molestation.**
- (c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired and non-owned vehicles.
- (d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:
  - (1) The insurance provided herein is primary coverage to SCCOE with respect to any insurance or self-insurance programs maintained by SCCOE and no insurance held or owned by the SCCOE shall be called upon to contribute to a loss.
  - (2) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to SCCOE.
- (e) Documentation: The following documentation shall be submitted to the SCCOE:
  - (1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this MOU.
  - (2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this MOU.

This Memorandum of Understanding constitutes the final, complete and exclusive statement of the terms of the MOU between Santa Cruz City Schools and SCCOE pertaining to the subject matter of this Agreement and supersedes any and all other agreements, either oral or written, which may exist between Santa Cruz City Schools and SCCOE. Both Santa Cruz City Schools and SCCOE acknowledge that no representations, inducements, promises or agreements which are not embodied herein have been made, and that no agreement, statement, or promise not contained herein shall be binding on Santa Cruz City Schools and SCCOE.

No amendment, alteration, or violation in the terms of this Agreement shall be valid unless made in writing and signed by both Santa Cruz City Schools and SCCOE hereto.

Therefore, Santa Cruz City Schools approves this Agreement with the Santa Cruz County Office of Education.

**Department Check off:**

- \_\_\_\_\_ Contractor will have Student Contact (Yes or  No)
- \_\_\_\_\_ If YES to Student Contact, Contractor has had required criminal background check
- \_\_\_\_\_ Contractor has supplied proof of Liability Insurance for Commercial or Comprehensive General liability, automobile and Worker's Compensation (WC required if contractor has employees)
- \_\_\_\_\_ Contractor has supplied appropriate W-9/taxation documentation
- \_\_\_\_\_ Franchise Tax Board forms for non-residents

**Contractor Contact Information:**

**Mailing Address:**

133 Mission Street Suite 100  
Santa Cruz, CA 95060

**Phone:** 831-429-3410

**Email Address:**

kmunro@sccs.net  
jonmorgan@sccs.net

By: \_\_\_\_\_  
Contractor #1


Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy/Associate Superintendent

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Contractor #2


Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Senior Director, Human Resources

Date: 06 / 26 / 2023

By: \_\_\_\_\_  
Deputy Superintendent, Business Services

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
County Superintendent/Designee

Date : 06 / 26 / 2023

01-0086-0-0000-0000-8689-030  
-8111

\_\_\_\_\_ Budget String

\_\_\_\_\_ Budget Approval

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Contract: Annual Renewal for Information Technology Professional Development Licenses - Computer Based Training

**MEETING DATE:** September 6, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the annual agreement with the Computer Based Training Nuggets for the Information Technology's Educational Technology Specialists professional development.

**BACKGROUND:**

Computer Based Training Nuggets is an Information Technology training provider which produces self-paced courses on a wide variety of topics relevant to the Santa Cruz City Schools Information Technology Department. They are well known in the industry for their high quality and comprehensive subject matter. The Information Technology field is a fast-moving and constantly evolving field, and the Information Technology department needs to keep their skills up to date to provide the best possible service to the district's schools and community.

**FISCAL IMPACT:**

\$5,590.00 annually - LCFF Base (Unrestricted)

This work is in direct 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 #5: SCCS will maintain a balanced budget and efficient and effective management.

**AGENDA ITEM: 8.4.2.5**

CBT Nuggets LLC  
 2850 Crescent Avenue  
 Eugene, OR 97408, USA  
 +1 541-284-5522 | sales@cbt nuggets.com

**Order Number:** 00003392  
**Expiration Date:** 10/24/2023

|                                 |                  |                           |
|---------------------------------|------------------|---------------------------|
| <b>Bill to:</b>                 |                  | <b>Ship to:</b>           |
| Payee: Santa Cruz City Schools  | State: CA        | Santa Cruz City Schools   |
| Address: 133 MISSION ST STE 100 | City: SANTA CRUZ | 133 MISSION ST STE 100    |
| Postal Code: 95060-3747         | Country: US      | SANTA CRUZ, CA 95060-3747 |
|                                 |                  | US                        |

| PRODUCT                           | DESCRIPTION   | QTY | SALES PRICE | TOTAL      |
|-----------------------------------|---------------|-----|-------------|------------|
| Annual - CBT Nuggets Subscription | Tier Discount | 10  | \$559.00    | \$5,590.00 |

Subscription Start Date: 2023-08-22      Subscription End Date: 2024-08-21

**Subtotal:** \$5,590.00  
**Total Tax:** \$.00  
**Grand Total (in USD):** \$5,590.00

Add your first CBT Nuggets admin here to help assign licenses by filling out all 3 fields below.

Admin Email: cgomez@sccs.net      Admin First Name: Curtis      Admin Last Name: Gomez

**Order Terms and Conditions**



CBT Nuggets online streaming licenses are single user licenses, and each license must be connected to a single named user and a single unique email address. Administrators can assign any available license to any user, making that person a Learner. Once a license is assigned, it may only be reassigned if it has been held by a Learner for at least thirty (30) days prior to the reassignment.

Unless Customer and CBT Nuggets otherwise agree in writing, Customer acknowledges that the licenses and/or products obtained through this order are subject to the applicable CBT Nuggets [License Agreement](#), [Billing Agreement](#) and [Privacy Policy](#) (Terms).

Customer may not submit a signed quote in lieu of a valid purchase order binding a legal entity for orders of or exceeding USD \$25,000.00.

CBT Nuggets expressly rejects all additions, exceptions, or changes to the Terms, whether contained in any printed or electronic purchase order received from Customer. CBT Nuggets' inclusion of any Customer supplied purchase order number on any invoice, quote or receipt is strictly for the purpose of reference, and is not an acceptance of any Customer terms and conditions.

As applicable, regardless of whether included herein, sales tax may be added to the invoice if CBT Nuggets is required to collect such taxes in your jurisdiction.

|   |   |                 |                    |            |
|---|---|-----------------|--------------------|------------|
|  |  | V. Curtis Gomez | Lead District Tech | 08/25/2023 |
| _____<br>AUTHORIZED SIGNATURE   | _____<br>PRINTED NAME   | _____<br>TITLE  | _____<br>DATE      |            |

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Bosco Construction Services, Inc. Contract for DeLaveaga Elementary School Cold Storage

**MEETING DATE:** September 6, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve Bosco Construction Services, Inc. contract for DeLaveaga Elementary School cold storage.

**BACKGROUND:**

The project consists of the demolition of existing walk-in cold storage units for food services, and the installation of new, larger units at DeLaveaga Elementary School.

A request for bids was sent out to contractors, noticed to the builder's plan room and advertised in the local newspapers. Two (2) bids were received. Bosco Construction Services, Inc. was the successful low bidder.

**Bid Summary**

| <b>CONTRACTOR</b>                 | <b>CITY</b>                              | <b>BASE BID</b>     |
|-----------------------------------|--|---------------------|
| 101 Builders, Inc.                | Gilroy                                   | \$391,954.00        |
| Bosco Construction Services, Inc. | San Jose                                 | \$335,000.00        |
| <b>LOW BID</b>                    | <b>Bosco Construction Services, Inc.</b> | <b>\$335,000.00</b> |

Staff recommends that the bid be awarded to Bosco Construction Services, Inc., the lowest responsive and responsible bidder.

**FISCAL IMPACT:**

\$335,000.00 Total

Cost Breakdown by fund:

\$217,750.00 Measure A District Set-Aside (Restricted)

\$117,250.00 Elementary Redevelopment Agency Fund (Restricted)

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

Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social-emotional well-being of all students.  
Goal #5: SCCS will maintain a balanced budget and efficient and effective management.  
Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

*Prepared by Trevor Miller, Director, Facility Services*

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

This Agreement, effective 9/18, 2023, is by and between the Santa Cruz City Schools, in Santa Cruz County, California, hereinafter called the "Owner," and Bosco Construction Services Inc. hereinafter called the "Contractor."

**WITNESSETH:** That the Contractor and the Owner for the consideration hereinafter named agree as follows:

**ARTICLE I. SCOPE OF WORK.** The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the "Work") in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in

the Bid Package: No. 2023-10 Santa Cruz City Schools, Cold Storage at DeLaveaga Elementary School, 1145 Morrissey Blvd, Santa Cruz 95060 ,

all in strict compliance with the plans, drawings and specifications therefore prepared by Ismael Magana, Peartree-Belli Architects email: ismael@peartreebelli.com, and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work only.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

**ARTICLE II. CONTRACT DOCUMENTS.** The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the "Contract Documents" which form the "Contract."

**ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.**

Time is of the essence in this Contract, and the time of Completion for the Work ("the Contract Time") shall be one hundred and eighty (180) calendar days and all electrical items must be submitted within 30 calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization).

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or if any specified portion of the Work were not completed by a milestone deadline, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that \$500.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

In addition, Contractor shall be subject to liquidated damages, or actual damages if liquidated damages are not recoverable under law, for causing another contractor on the Project to fail to timely complete its work under its contract or for causing delayed *completion* of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if another contractor on the Project were to fail to timely complete its work under its contract or delay *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, loss of use of the other contractor's work, loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an Owner's inability to recover its delay damages from the contractors whose work was delayed by Contractor.

Accordingly, the parties agree that \$500.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see General Conditions sections 3.7.4, 3.16 and 6.2.3.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor.



In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding time of Completion, milestone deadlines, or liquidated damages.

**ARTICLE IV. PAYMENT AND RETENTION.** The Owner agrees to pay the Contractor in current funds ~~Three hundred Thirty-five Thousand~~ Dollars (\$ 335,000 ) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price includes a special allowance of \$25,000.00 to pay any additional amounts which the Owner may deem necessary.

Any payment from a special allowance or general contingency allowance (“Allowance”) is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents’ requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner’s governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in its next progress payment application. Contractor’s inclusion of a request for such payment in a progress payment application, or Contractor’s acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional amounts, or to receive a time extension or other consideration, related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents’ requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner’s governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner’s governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in

the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

The Owner has made a finding that this Project is substantially complex and requires a retention amount greater than 5%. (Public Contract Code section 7201.)

**ARTICLE V. CHANGES.** Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

**ARTICLE VI. TERMINATION.** The Owner or Contractor may terminate the Contract as provided in the General Conditions.

**ARTICLE VII. PREVAILING WAGES.** The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of

all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner monthly.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

**ARTICLE VIII. WORKING HOURS.** In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

**ARTICLE IX. APPRENTICES.** The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified

employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

**ARTICLE X. DSA OVERSIGHT PROCESS.** The Contractor must comply with the applicable requirements of the Division of State Architect (“DSA”) Construction Oversight Process (“DSA Oversight Process”), including but not limited to (a) notifying the Owner’s Inspector of Record/Project Inspector (“IOR”) upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR’s inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner’s Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project. Contractors physical construction work may not commence until *after* DSA approval.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor’s wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor’s expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

**ARTICLE XI. INDEMNIFICATION AND INSURANCE.** The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$2,000,000.00 per accident for bodily injury and property damage combined single limit.

**ARTICLE XII. ENTIRE AGREEMENT.** The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or

contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

**ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**ARTICLE XIV. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**ARTICLE XV. BINDING EFFECT.** Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

**ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Santa Cruz, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

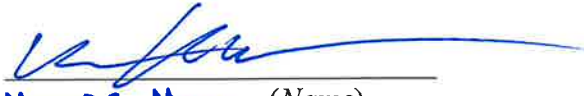
**ARTICLE XVII. AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, which includes change orders signed by the parties and approved or ratified by the Governing Board.

**ARTICLE XVIII. ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

**ARTICLE XIX. WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

\_\_\_\_\_ (CONTRACTOR)

SANTA CRUZ CITY SCHOOLS



Marcos Mora (Name)  
VP (Chairman, Pres., or Vice-Pres.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name)  
(Title)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Name)  
(Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

952978  
CALIFORNIA CONTRACTOR'S  
LICENSE NO.

10/31/24  
LICENSE EXPIRATION DATE

1000031375  
DIR NO.

**NOTE:** Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Dilbeck & Sons Inc. Change Order #1 for DeLaveaga Elementary School Door Hardware Replacement

**MEETING DATE:** September 6, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve Dilbeck & Sons Inc. change order 1 for DeLaveaga Elementary School door hardware replacement.

**BACKGROUND:**

This change order consists of an additional three days of labor for door hardware installation to modify doors that were not standard sizes. The extent of customization required to modify our non-standard size doors was underestimated in the original contract. The previously approved contract amount was \$26,285.00 and the new total contract, including this change order, will be \$31,773.31.

**FISCAL IMPACT:**

Change Order #1 \$5,488.31 (27.03% increase to the contract), Measure B Funds (Restricted)

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

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

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

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

*Prepared by Trevor Miller, Director, Facility Services*

**CHANGE ORDER FORM**

Santa Cruz City Schools  
133 Mission Street, Suite 100  
Santa Cruz, CA 95060

|                          |
|--------------------------|
| <b>CHANGE ORDER NO.:</b> |
| 1                        |

**CHANGE ORDER**

**Project: DLV Door Hardware Installation**

The following parties agree to the terms of this Change Order:

**Owner:**

Santa Cruz City Schools  
133 Mission St., Suite 100  
Santa Cruz, Ca 95060

**Contractor:**

Dilbeck & Sons Inc.  
P.O. Box 6088  
Salinas, CA 93912

| Reference | Description                                    | Cost         | Days Ext. |
|-----------|--|--------------|-----------|
| PCO # 1   | 3 additional days and materials                | \$ 5,488.31  | 0         |
|           | Original Contract Amount:                      | \$ 26,285.00 |           |
|           | Amount of Previously Approved Change Order(s): | \$ 0.00      |           |
|           | Amount of this Change Order:                   | \$ 5,488.31  |           |
|           | Contract Amount:                               | \$ 31,773.31 |           |

The undersigned Contractor approves the foregoing as to the changes, if any, and the Cost, if any, specified for each item and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein.

This change order is subject to approval by the governing board of this district and must be signed by the District.

The compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractors costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages or time extensions not included are deemed waived.

**Signatures:**

District:

Contractor:

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Date

**END OF DOCUMENT**



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Moore Twining Change Order #1 for Bay View Ball Wall Special Inspections and Materials Testing Services

**MEETING DATE:** September 6, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve Moore Twining change order #1 for Bay View ball wall special inspections and materials testing services.

**BACKGROUND:**

This change order consists of additional field structural steel sampling and testing as required by the Division of State Architect (DSA). This cost represents an additional requirement from the DSA. The previously approved contract amount was \$3,650.12 and the new total contract, including this change order, will be \$7,167.16.

**FISCAL IMPACT:**

Change Order #1 \$3,517.04 (96.35% increase to the contract), Measure B Funds (Restricted)

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

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

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

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

*Prepared by Trevor Miller, Director, Facility Services*



August 22, 2023

MTP No. 0519-23

Santa Cruz City School District  
133 Mission Street Suite 1  
Santa Cruz, California 95060

**Project:** Bay View Elementary School Ball Wall Material I.D.  
1231 Bay Street  
Santa Cruz, California 95060

**Subject: Proposal for Special Inspection and Materials Testing Services**

Dear committee:

We appreciate the opportunity to submit this proposal for special inspection and materials testing services for the proposed Bay View Elementary School Ball Wall Material I.D. project located in Santa Cruz, California. This proposal presents our understanding and a brief description of the project, our scope of services, our estimated fees, scheduling details, our assumptions, exclusions, and closing statements.

Moore Twining Associates, Inc. (Moore Twining), established in 1898, has provided engineering and testing services for more than 120 years. Moore Twining is certified as a Disabled Veterans Business Enterprise (DVBE) by the Office of Small Business & Disabled Veteran Business Enterprise Services (OSDS). Our DVBE certification number is 16472. Our firm is certified by the State of California Division of State Architect (DSA), Laboratory Evaluation and Acceptance Program (LEA #065 Fresno, #200 Sand City, #201 Sacramento, and #278 Riverside). Our firm is also approved as an inspection agency by the American Association of State Highway Transportation Officials (AASHTO), the State of California Department of Transportation (CALTRANS), Cement and Concrete Reference Laboratory (CCRL), and the City of Los Angeles. Moore Twining also participates in various professional organizations.

Moore Twining has the qualifications and the experience that are required to provide the materials testing and special inspections services for this project.

### PROJECT DESCRIPTION

Our understanding of the project was developed based on conversations that Mr. Adrian Lopez (Moore Twining Associates) and Mr. Hugo Rodriguez (Moore Twining Associates) have had with individuals associated with the project such as the IOR (Paul Mooney), the architect of record (Andrew Fullerton), the contractor (Casey Hilbert), and the school district (Christopher Garcia). Along with the review of the following documents:

- Project Plans, prepared by 19-6 Architects, dated April 11, 2022; and
- DSA Form 103, File No. 44-42, Application No. 01-120224, dated January 25, 2023.

**CENTRAL VALLEY**  
2527 Fresno Street  
Fresno, CA 93721  
559-268-7021 • 559-268-7126 Fax

**CENTRAL COAST**  
501 Ortiz Avenue  
Sand City, CA 93955  
831-392-1056 • 831-392-1059

**NORTHERN CALIFORNIA**  
165 Commerce Circle, Suite D  
Sacramento, CA 95815  
916-381-9477 • 916-381-9478 Fax

**SOUTHERN CALIFORNIA**  
11800 Sterling Avenue, Suite C  
Riverside, CA 92503  
951-898-8932 • 951-898-8974 Fax

This project will consist of cutting a sample from an already installed steel column and sending it out for metallurgic testing, in order to determine if the installed steel posts for the Bay View Elementary School Ball Wall project conform with the project requirements.

### SCOPE OF SERVICES

The scope of the materials testing and inspection services for the project were based on conversations between Mr. Adrian Lopez (Moore Twining Associates) and Mr. Hugo Rodriguez (Moore Twining Associates) have had with individuals associated with the project such as the IOR, the architect of record, the contractor, and the school district.

Our services consisted of the observation and testing of structural steel. A detailed description of the testing and inspection services that are anticipated for this project is provided below.

### Structural Steel

The structural steel components for this project consists of the HSS steel columns to be cut and repaired.

Our scope of services includes field structural steel welding inspections, and metallurgic testing that includes yield and tensile testing, and microscopy testing to determine the physical and chemical makeup of the material.

The tasks anticipated for structural steel and the assumed durations are presented in the following table.

| <u>Estimated Inspection/Sampling for Structural Steel</u> |                        |                       |                    |
|---|------------------------|-----------------------|--------------------|
| <u>Structural Member</u>                                  | <u>Estimated Trips</u> | <u>Hours per Trip</u> | <u>Total Hours</u> |
| Cutting and Sampling of HSS Column                        | 1                      | 6                     | 6                  |
| Welding of HSS Column                                     | 1                      | 6                     | 6                  |
| Estimated Inspection Hours:                               |                        |                       | 12                 |

| <u>Material Tests Structural Steel</u> |                     |                           |
|--|---------------------|---------------------------|
| <u>Structural Element</u>              | <u>Test</u>         | <u>Estimated Quantity</u> |
| HSS Column Sample                      | Metallurgic Testing | 1                         |

### PROJECT COORDINATION, REVIEW, ENGINEERING SUPPORT, AND REPORTING

In addition to the testing services described above, our firm also provided engineering support. This support included reviewing material submittals or certificates of compliance when requested, reviewing inspection reports, reviewing laboratory testing reports, and preparing a final report indicating if the work and materials used to construct the project, that were included in our scope of services, are in conformity with the requirements of the project documents.

A Project Manager will be assigned to the project for the services provided by Moore Twining. The Moore Twining Project Manager is solely for managing the services provided by Moore Twining and is not

related to any aspect of the actual construction which is the responsibility of the General Contractor. To the extent possible, Moore Twining will have one primary inspector, who is qualified to perform the required tested, assigned to the project to provide continuity and quality assurance for the project. Our Project Manager will work closely with the General Contractor to dispatch the inspectors to the job site when they are needed, verify that the dispatched inspectors are certified to perform the required testing, verify that the required testing is being performed, and verify that deviations are being recorded and tracked until resolved.

A critical part of any inspection for projects is the ability to track and verify correction of structural discrepancies. A “Log of Discrepancies” will be maintained. This log is used to track discrepancies and verify these discrepancies are addressed during construction. If a discrepancy requires an RFI or design change, the discrepancy may need to be tracked for some time.

The tasks related to the project coordination, review, engineering support, and reporting and their estimated durations are as follows:

| <b><u>Estimated Engineering Support and Project Management</u></b> |                           |
|--|---------------------------|
| <b><u>Task</u></b>   | <b><u>Total Hours</u></b> |
| Project Management of Testing and Inspection Services              | 4                         |
| Registered Civil Engineer  | 2                         |

**ESTIMATED FEES**

Our fee estimates to provide the testing and inspection services described in this proposal is presented in Table 1 below.

| <b>Table 1 - Fee Estimate to Provide Materials Testing &amp; Inspection Services</b> |              |                 |                 |                      |
|--|--------------|-----------------|-----------------|----------------------|
| <b>Bay View Elementary School Ball Wall Material I.D.</b>                            |              |                 |                 |                      |
| <b>1231 Bay Street, Santa Cruz, California 95060</b>                                 |              |                 |                 |                      |
| <b>Scope Description</b>   | <b>Units</b> | <b>Quantity</b> | <b>Unit Fee</b> | <b>Estimated Fee</b> |
| <b>Structural Steel</b>  |              |                 |                 |                      |
| Inspection of Structural Steel   | Hour         | 12              | \$116.00        | \$1,392.00           |
| Metallurgic Testing  | Test         | 1               | \$1,265.00      | \$1,265.00           |
| Mileage Charge   | Miles        | 168             | \$0.655         | \$110.04             |
| Vehicle and Equipment Charge   | Trip         | 2               | \$25.00         | \$50.00              |
| <b>Subtotal</b>  |              |                 |                 | <b>\$2,817.04</b>    |
| <b>Project Coordination, Review, Engineering Support, and Reporting</b>              |              |                 |                 |                      |
| Project Manager  | Hour         | 4               | \$100.00        | \$400.00             |
| Registered Civil Engineer  | Hour         | 2               | \$150.00        | \$300.00             |
| <b>Subtotal</b>  |              |                 |                 | <b>\$700.00</b>      |
| <b>Total Estimated Fee for Testing and Inspection Services</b>                       |              |                 |                 | <b>\$3,517.04</b>    |

Moore Twining will only charge for those services performed and billed in accordance with the fees and invoicing section of this proposal. Our firm will notify you of scope changes that occur during the course of the project if these scope changes increase our fees.

Please note that it has been assumed that there would be no weekend work for this project and therefore has been excluded in our fee estimate.

### **FEES AND INVOICING**

It is our understanding that **this project is subject to State of California prevailing wage** requirements for work performed. Our fees are based on two-hour minimum billing and two-hour increments thereafter for inspectors, field technicians and engineers portal-to-portal. The rates for fabrication shop welding inspections presented in Table 1 are based on 8-hour workdays, Monday through Friday. Overtime (beyond eight hours per day or after forty hours in five days per week) or premium (including Saturdays) is billed at 150% of our stated hourly rates. Double-time (beyond 12 hours per day) and Sundays or holidays will be billed at 200% of our stated hourly rates. If additional testing is required beyond the scope of this proposal, those services would be billed in accordance with our current Prevailing Wage Fee Schedule.

An itemized listing of the tests and inspections performed will be provided on each invoice. Payment is due on the 10th of the next succeeding month following the date of invoice and is considered past due thereafter. A finance charge of 1.5% per month service charge (18% per annum) may be assessed on past due accounts.

### **DELIVERABLES**

Moore Twining will provide a daily field report for each day that an inspection is performed at off-site fabrication shops and on the project site. These reports will be followed by reports signed by the project manager or project engineer. Laboratory reports will be provided for the materials tested in the laboratory. These reports will be signed by the Laboratory Manager.

Moore Twining will provide a daily field report for each day that an inspection is performed on the project site. These reports will be followed by reports signed by a registered engineer. In addition, DSA forms, such as DSA Form 291, will be issued as required for the project upon notice by the Project Inspector.

Copies of reports will be sent to Santa Cruz City School District and others as directed by Santa Cruz City School District and uploaded to the DSA BOX for this project.

### **NOTIFICATIONS AND EXCLUSIONS**

The following items were excluded from our scope of services and our fee estimate:

- Retests, re-inspections, standby time, and cancellations without proper notice;
- Modifications or changes to the project and/or construction schedule after the date of our proposal;

- Testing and inspections of the roof membrane;
- Moisture and PH Testing of concrete;
- Non-destructive testing;
- Testing and inspection of earthwork;
- Testing and inspection of asphalt concrete;
- Testing and inspection of structural concrete;
- Testing and inspection of post installed anchors;
- Testing and inspection of masonry;
- Testing and inspections of structural wood;
- Out-of-State inspections and testing;
- Testing of unidentified materials;
- Installation Inspections or Testing of Underground Utilities;
- Installation Inspections or Testing of Shotcrete;
- SWPPP Inspections and monitoring;
- Inspection of landscaping and irrigation systems;
- Inspection and testing of mechanical systems;
- Inspection and testing of electrical systems;
- Providing access to all construction elements requiring inspection; and
- Any items not so indicated in this proposal.

If any of these items are required during the course of the project, upon request, we can provide the aforementioned services and provide associated fees. Moore Twining is a full-service testing and inspection firm capable of meeting your needs on this project. Our estimated fee assumes the contractor will provide access to all construction elements requiring inspection at the time requested by our firm. The contractor is solely responsible for job site safety including excavation safety, support, etc.

### **CLOSING REMARKS**

It is understood that if this proposal is found to be acceptable, Santa Cruz City School District will issue a purchase order or agreement for our services and provide it to our firm to execute. Should you have any questions or comments, or if we may be of any service to you, please contact us at (800) 268-7021. You can also reach Mr. Adrian Lopez of Moore Twining directly at (559) 400-2780 or [AdrianL@mooretwining.com](mailto:AdrianL@mooretwining.com).

We sincerely appreciate the opportunity to provide this proposal and appreciate working with Santa Cruz City School District on this project.

Respectfully submitted,  
**Moore Twining Associates, Inc.**  
Construction Inspection Division

A handwritten signature in black ink, appearing to read "Adrian Lopez". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Adrian Lopez  
Staff Engineer

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Peartree+Belli Architects Inc. Amendment Agreement for Westlake Elementary School Modernization

**MEETING DATE:** September 6, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve Peartree+Belli Architects Inc. Amendment Agreement for Westlake Elementary School modernization.

**BACKGROUND:**

This amendment agreement consists of schematic design, design documents, DSA approval, construction bidding, and construction management process of the campus-wide modernization of Westlake Elementary School.

The Board previously approved a master agreement with Belli Architectural Group, Inc. on 12/14/16. This agreement amendment is for architectural services to include verification of existing conditions, schematic design/research, DSA package development and submittal, bid package preparation and administration. This is an estimate based on the current square footage construction costs. This project was approved by the Board on January 13, 2021.

**FISCAL IMPACT:**

\$2,402,500.00 Measure B Funds (Restricted), representing 16.70% of the overall site budget \$14,379,929.77 is the total Bond Allocation to Westlake Elementary 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*



***Belli Project #23049***

**FORM OF AMENDMENT TO ADD PROJECT TO AGREEMENT  
(Percentage Fee)**

Pursuant to the agreement between the Santa Cruz City Schools (“District”) and Peartree+Belli Architects, Inc. (“Architect”) effective January 17, 2017 (“Agreement”) for the Measure L construction program, the District and Architect agree to amend the Agreement to add architectural services for design and construction administration of the following Westlake Elementary School project (“Project”):

**Campus Modernization**

*Schematic Design (SD)*

- Assist District in coordinating the engagement of District-provided services.
- Attend site visit to evaluate and document existing conditions to establish general programmatic, budgetary and scheduling aspects of the Project.
- Orchestrate and conduct District/stakeholder meetings to present, review and discuss various modernization options.
- Based on information gleaned from the above, generate a draft program of all spaces for review and approval by District.
- Based on mutually agreed upon program, proceed with development do the SD package by way of the following:
  - Overall site plan
  - Floor plans
  - Outline specification for modernization elements based on District standards
- Develop an estimate of probable construction cost based on similar local projects and/or unit costs.
- Coordinate and conduct an SD-level presentation to District and/or stakeholders to present design, cost and timing.
- Based on this presentation, make any final adjustment to the SD package and secure District approval for completion of phase.

*Design Development (DD)*

- Based on approved SD package and any adjustments to the program authorized by District, construction budget or schedule, develop DD package as follows:
  - Title sheet
  - CalGreen documentation, if required
  - DSA site plan, project data and code analysis
  - Floor plans
  - Enlarged floor plans
  - Reflected ceiling plan
  - Roof plan

- Door and window schedules
- Exterior elevations
- Interior elevations
- Building sections
- Exterior details
- Interior details
- Details
- Electrical, low voltage and fire alarm package
- Mechanical package
- Plumbing package
- Provide updated estimate of probable construction cost.
- Present DD package to District.
- Make necessary adjustments to DD package based on presentation and secure approval for DD phase.

*Construction Documents (CD)*

- Refine CAD backgrounds and distribute to design team.
- Develop CD package, targeting one Division of the State (DSA) application for all contemplated work. Package shall be based upon approved DD package and shall include final detailing and coordination between all disciplines.
  - Architectural Package
  - Structural Package
  - Mechanical Package
  - Plumbing Package
  - Electrical Package
  - Fire Alarm Package
- Internal coordination among design team disciplines.
- Present CD package to District for any final adjustments.
- Secure approval for CD phase.

*DSA Permit Processing (PP)*

- Identify and complete all DSA application forms.
- Determine DSA fees and communicate fees to District.
- Print and collate sets.
- Submit to DSA Oakland for full plan review.
- Collect and address DSA plan check comments from ACS, FLS and SSS sections.
- Prepare responses and attend back check appointment at DSA Oakland office.
- Process application until DSA approval is secured.
- DSA-approved documents will be prepared to be distributed to the District as the 'Bid Set' for bidding purposes.

*Bidding Assistance (BD)*

- Provide client with electronic and/or hard copy of DSA-approved package for bid publication.
- Attend one pre-bid job walk.
- Respond to bid RFI's and issue bid addenda.
- Assist with bid evaluation as required.

*Construction Administration (CA)*

- Assist District in preparation and execution of DSA construction start-up documentation.
- Attend pre-construction conference.
- Respond to requests for information (RFI).
- Review submittals and shop drawings.
- Assist in reviewing/evaluating contract proposals or bids and substitutions proposed by contractors.
- Attend construction site meetings as required during the construction period.
- Review GC progress payments.
- Review and process change order documentation, as required.
- DSA Closeout/Certification for items AOR carries responsibility for.

*Assumptions*

- District shall provide all applicable District Standards for modernization elements within the scope of this project.
- Based on initial review of the project, it is assumed that this project does not require any other agency approvals except DSA and Local Fire Authority approval.
- Agency fees by District.
- Boundary survey, topographic survey and/or geotechnical investigation, as required, by District.
- Fire hydrant flow testing fees, if required, by District.
- Building fire sprinkler design/approval is not required.

The terms of the Agreement are incorporated into, and govern, this amendment except as may be provided otherwise by this amendment. In the event of a conflict between the Agreement and this amendment, the terms of this amendment shall control.

For the Projects, Architect shall perform the Basic and Additional Services specified in the Agreement and this amendment. Design-Bid-Build construction contracts are being used as the delivery method for the Project.

For the Basic Services satisfactorily performed under this amendment to the Agreement, the total compensation paid to the Architect for the Project shall be billed at no more than 12% of the first \$500,000, 11.5% of the next \$500,000, 11% of the next \$1,000,000, 10% of the next \$4,000,000, 9% of the next \$4,000,000, and 8% of the remaining final adjusted Project Construction Cost. Estimated Project Construction Cost is \$27,500,000. Therefore, Basic Services Fee shall be \$2,387,500.

|                                 |             |
|---------------------------------|-------------|
| Initial Payment                 | None        |
| Payment Upon Completion of:     |             |
| Schematic Design                | 20%         |
| Design Development Phase        | 20%         |
| Contract Documents Phase        | 30%         |
| DSA Back Check                  | 5%          |
| Bidding Phase                   | 5%          |
| Construction Phase              | 20%         |
| <b>TOTAL BASIC COMPENSATION</b> | <b>100%</b> |


Upon any adjustment (increase or decrease) to the Project Construction Cost as contemplated by section 1.9 of the Agreement, including but not limited to any adjustment made at such time as bids are received, the Architect's total compensation for Basic Services for the Project shall also be increased or decreased, including retroactively for Basic Services already performed and payments already made. Such adjustments may be effected by the District by either (a) adjusting any future payment due under the payment schedule immediately above, or (b) issuing a revision notice to Architect that either tenders any additional payment owed or demands reimbursement from the Architect of any overpayment to date.

Architect's total reimbursement for Reimbursable Expenses shall not exceed \$15,000, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project prior to completion of Project Development Studies Phase. Expense shall be subject to adjustment after completion of aforementioned phase.

Architect shall provide a minimum of four (4) full-time employees for the Project before construction commences, and two (2) full-time employees after construction commences, to perform its duties and responsibilities under this Agreement.

For the period of this Project, the Architect shall have errors and omissions insurance on an occurrence basis, with limits of at least One Million Dollars (\$1,000,000) and with a deductible in an amount not to exceed the sum of Thirty Thousand Dollars (\$30,000).

**ARCHITECT:**  
Peartree+Belli Architects, Inc.

By:  **David Peartree**  
David N. Peartree, President

**DISTRICT:**  
SANTA CRUZ CITY SCHOOLS

By: \_\_\_\_\_  
Assistant Superintendent, Business Services

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Peatree+Belli Architects Amendment Agreement for Westlake Elementary School Multi-Project Overhead Architectural Services for the 23/24 Fiscal Year

**MEETING DATE:** September 6, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the Peatree+Belli Architects amendment agreement for multi-project overhead architectural services at Westlake Elementary School for the 23/24 fiscal year.

**BACKGROUND:**

The Board previously approved a master agreement with Peatree+Belli Architects on 12/14/16. This agreement amendment is for architectural services for the 23/24 fiscal year to include regular updates to the Santa Cruz City Schools Measure A/B Dashboard and preparation for quarterly site bond committee meetings and quarterly Board presentations in connection with the Westlake Elementary School bond projects.

**FISCAL IMPACT:**

\$15,500.00 Measure B Funds (Restricted), representing 0.10% of the overall site budget  
\$14,379,929.77 is the total Bond Allocation to Westlake Elementary 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*

**FORM OF AMENDMENT TO ADD PROJECT TO AGREEMENT  
(Hourly Fee, with Not-to-Exceed Limit)**

Pursuant to the agreement between the Santa Cruz City Schools (“District”) and Peartree+Belli Architects (“Architect”) effective January 17, 2017 (“Agreement”) for the Measure L construction program, the District and Architect agree to amend the Agreement to add architectural services for the following Westlake Elementary School project (“Project”):

**Multi-Project Overhead for FY 23-24**

- Provide regular updates to SCCS Measure A/B Dashboard, or other platform, as required.
  - Schedule items on dashboard calendar
  - Maintain a list of all project bids
  - Maintain a list of all projects under construction
  - Upload project progress photos
  - Regularly update master planning graphic materials to reflect current conditions
  - Develop and publish weekly project progress reports to Superintendent
- Provide regular updates to Architect’s Budget Tool, or other platform, as required.
  - Provide updated costs as projects progress
  - Provide updated schedules as projects progress
- Prepare for, conduct and record proceedings at quarterly site bond committee meetings
- Prepare for, conduct and record proceedings at monthly principal update meetings
- Conduct quarterly presentations to the Board of Trustees relating to progress on projects

The terms of the Agreement are incorporated into, and govern, this amendment except as may be provided otherwise by this amendment. In the event of a conflict between the Agreement and this amendment, the terms of this amendment shall control.

For the Project, Architect shall perform the Basic and Additional Services specified in the Agreement and this amendment. Multiple prime construction contracts not being used as the delivery method for the Project.

For the Basic Services satisfactorily performed under this amendment to the Agreement, Architect shall be compensated according to its hourly rate schedule (*Exhibit C* to the Agreement). Architect’s total compensation for its Basic Services shall not exceed \$15,000, which is Architect’s estimate of the maximum total cost of its Basic Services on the Project.

If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect’s Basic Services under this Agreement are complete, Architect must complete the Basic


Services without submitting additional invoices, or receiving additional payment, for Basic Services.

Architect's total reimbursement for Reimbursable Expenses shall not exceed \$500 which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

Architect shall provide a minimum of two (1) full-time employees for the Project to perform its duties and responsibilities under this Agreement.

For the period of this Project, the Architect shall have errors and omissions insurance on an occurrence basis, with limits of at least One Million Dollars (\$1,000,000) and with a deductible in an amount not to exceed the sum of Thirty Thousand Dollars (\$30,000).

**ARCHITECT:**  
Peartree+Belli Architects, Inc.

By:  David N. Peartree, President

Digitally signed by David Peartree  
DN: C=US, E=david@belliag.com,  
O=Belli Architectural Group, OU=Belli  
Architectural Group, CN=David  
Peartree  
Date: 2023.08.24 17:43:20-07'00'

**DISTRICT:**  
SANTA CRUZ CITY SCHOOLS

By: \_\_\_\_\_  
Assistant Superintendent, Business  
Services

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** SC Systems Change Order #1 for Mission Hill Middle School Duct Detectors

**MEETING DATE:** September 6, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve SC Systems change order #1 for Mission Hill Middle School duct detectors.

**BACKGROUND:**

This change order consists of the replacement of one additional duct detector that was found to have failed. Because the failed detector was concealed in the ducts we did not know that it was not working until the contractor began working. The previously approved contract amount was \$1,900.00 and the new total contract, including this change order, will be \$2,414.25.

**FISCAL IMPACT:**

Change Order #1 \$514.25 (27.05% increase to the contract), Measure A Funds (Restricted)

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

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

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

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

*Prepared by Trevor Miller, Director, Facility Services*





# CONTRACT CHANGE ORDER

|                         |  |                         |          |
|-------------------------|--|-------------------------|----------|
| <b>PROJECT NAME</b>     | Mission Hill Middle School – HVAC Upgrades |                         |          |
| <b>LOCATION OF WORK</b> | Mission Hill Middle                        |                         |          |
| <b>CONTRACT NO.</b>     | <b>PO24-00643</b>                          | <b>CHANGE ORDER NO.</b> | <b>1</b> |

| ITEMIZED BREAKDOWN OF WORK |  |           |              |                 |
|----------------------------|--|-----------|--------------|-----------------|
| ITEM NAME                  | DESCRIPTION  | QUANTITIY | UNIT PRICE   | AMOUNT          |
| D4120                      | Duct Detector                                      | 1         | 274.25       | \$274.25        |
| Labor                      | Remove failed device and install new. Test device. | 2         | 120          | \$240           |
|                            |  |           |              |                 |
|                            |  |           |              |                 |
|                            |  |           |              |                 |
|                            |  |           |              |                 |
|                            |  |           |              |                 |
|                            |  |           |              |                 |
|                            |  |           |              |                 |
|                            |  |           |              |                 |
|                            |  |           |              |                 |
|                            |  |           |              |                 |
|                            |  |           |              |                 |
|                            |  |           |              |                 |
|                            |  |           |              |                 |
|                            |  |           |              |                 |
|                            |  |           |              |                 |
|                            |  |           |              |                 |
|                            |  |           |              |                 |
|                            |  |           |              |                 |
|                            |  |           |              |                 |
|                            |  |           | <b>TOTAL</b> | <b>\$514.25</b> |

|                             |                      |                                  |  |
|-----------------------------|----------------------|----------------------------------|--|
| <b>CONTRACTOR SIGNATURE</b> | <i>Ashley Miller</i> | <b>PROJECT MANAGER SIGNATURE</b> |  |
| <b>DATE</b>                 | 08/12/2023           | <b>DATE</b>                      |  |

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** SecureAll Change Order #2 for District-wide Card Access Security System

**MEETING DATE:** September 9, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve SecureAll change order #2 for District-wide card access security system.

**BACKGROUND:**

This change order consists of additional routers needed for universal coverage for our keycard lock system to ensure that there are no weak or un-serviced doors. This is part of the district-wide safety program to replace all door hardware with a card access system that will allow for lock downs on-site and remotely. Our new keyless electronic lock system is designed as an additional safety measure on our campuses. The system can be used to instantly lock down all classrooms remotely.

The previously approved contract amount was \$2,038,298.35 and the new total contract, including this change order, will be \$2,066,709.65.

|  |                                      |
|--|--------------------------------------|
| Door Hardware (SecureAll)                  | \$2,038,298.35 (approved & budgeted) |
| Proxy Card Printer (SecureAll)             | \$3,364.55 (approved & budgeted)     |
| Additional Routers (SecureAll)             | \$28,411.30 (this agenda item)       |
| Door Hardware Installation (Netxperts)     | \$120,687.15 (approved & budgeted)   |
| Additional Router Installation (Netxperts) | \$21,516.96 (approved & budgeted)    |
| Estimated Total                            | \$2,212,278.61                       |

**FISCAL IMPACT:**

Change Order #2 Total: \$28,411.30 (1.39% increase to the contract)

This is the breakdown of the total by school site:

\$4,266.70 Mission Hill Middle School, Measure A Funds (Restricted)

\$8,520.89 Santa Cruz High School, Measure A Funds (Restricted)

\$7,102.83 Harbor High School, Measure A Funds (Restricted)

\$8,520.89 Soquel High School, Measure A Funds (Restricted)

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

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

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

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

*Prepared by Trevor Miller, Director, Facility Services*

# Sales Quotation

August 17, 2023

## SecureALL Corporation

695 Woburn Court  
Mountain View, CA. 94040  
Phone: 650-704-2725 Fax: 408-247-7114  
[sales@secureallcorp.com](mailto:sales@secureallcorp.com)



|  |  |
|--|--|
| To:<br><b>Mr. Trevor Miller</b><br>Santa Cruz City Schools<br>536 Palm Street<br>Santa Cruz, CA. 95060 | <b>Delivery terms:</b><br>1) Delivery date is 60 days after approval.<br>2) Payment terms are net 30 days from date of delivery. |
|--|--|

We are pleased to quote you the following for the Santa Cruz Unified School District security upgrade project:

| Item | Quantity | Description  | Unit Price | Total       |
|------|----------|--|------------|-------------|
| 1.   | 40       | SA-ROU-O, Access Point   | \$649.00   | \$25,960.00 |
| 2.   |          |  |            |             |
| 3.   |          |  |            |             |
| 4.   |          |  |            |             |
| 5.   |          |  |            |             |
| 6.   |          |  |            |             |
| 7.   |          |  |            |             |
| 8.   |          |  |            |             |
| 9.   |          |  |            |             |
| 10.  |          | 1 - A POE switch and POE cabling must be available to run the Access Points. A/P quantity is a best estimate; actual number will be determined at building site audit. |            |             |
| 11.  |          | 2 - Quote does not include installation.   |            |             |
| 12.  |          |  |            |             |
| 13.  |          |  |            |             |
| 14.  |          | Subtotal   |            | \$25,960.00 |
| 15.  |          | Est. Shipping & Handling   |            | \$50.00     |
| 16.  |          | Sales Tax 9.25%  |            | \$2,401.30  |

**Total \$28,411.30**

We will be happy to supply any further information you may need and trust that you call on us to fill your order, which will receive our prompt and careful attention.

Per: Rick Schaffzin, CEO

Date: 8/17/23

Approved: \_\_\_\_\_

Date: \_\_\_\_\_

## Terms & Conditions of Sale

ACCEPTANCE OF BUYER'S ORDER IS CONDITIONAL ON BUYER'S ASSENT TO THE TERMS AND CONDITIONS PRINTED BELOW. IF BUYER OBJECTS TO ANY TERMS BELOW, SUCH OBJECTION MUST BE IN WRITING AND DELIVERED TO SELLER WITHIN A REASONABLE TIME, NOT TO EXCEED TEN (10) DAYS OF RECEIPT OF THIS DOCUMENT. FAILURE TO MAKE SUCH A TIMELY EXCEPTION, OR ACCEPTANCE BY BUYER OF ANY GOODS DELIVERED BY SELLER HEREUNDER, SHALL BE CONCLUSIVELY DEEMED ASSENT TO THE TERMS AND CONDITIONS BELOW. SELLER'S FAILURE TO OBJECT TO PROVISIONS CONTAINED IN ANY COMMUNICATION FROM BUYER WILL NOT BE A WAIVER OF THE PROVISIONS HEREOF.

### 1. Taxes

Prices include any taxes, now or hereafter enacted, applicable to the goods sold on this transaction. Taxes will be added by Seller to the sales price where Seller invoices the same to comply with law, and will be paid by Buyer unless Buyer provides Seller with a proper tax exemption certificate.

### 2. Prices and Setoff

Prices apply only to the quantity ordered and shipped hereunder. Otherwise, Seller's standard price in effect at time of a new order shall apply.

Buyer grants to Seller the right at any time during the course of this contract to revise prices hereunder by Seller giving to Buyer written notice, such revised prices to apply to all goods thereafter shipped.

If Buyer provides written objection within ten (10) days following notice of a price change established by Seller, Seller shall have the option of terminating this contract with no liability to Seller.

Buyer waives any rights of setoff, except with respect to its claims against Seller which arise from transactions with the division at the address shown on the face hereof.

### 3. Title and Delivery

All shipments of goods shall be delivered F.O.B. Seller's plant, and title and liability for loss or damage thereto shall pass to Buyer upon Seller's delivery of the goods to a carrier for shipment to Buyer, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

Seller may deliver goods in installments.

Shipping dates are approximate only. Seller shall not be liable for any loss or expense, whether by way of contract or tort (consequential or otherwise), incurred by Buyer if Seller fails to meet the specified estimated delivery schedule because of unavoidable production or other delays.

All provisions of Paragraph 3 apply to both domestic and international shipments, except that title to goods shipped outside the U.S. shall pass at the point of destination; risk of loss or damage and all expenses associated with goods shipped outside the U.S. shall be the responsibility of the Buyer. Notwithstanding, any other provisions of Paragraph 3 to the contrary, if Buyer is an international subsidiary of Seller, title shall pass at the point of destination and Seller shall be liable for loss or damage to such goods until receipt by Buyer at point of destination.

### 4. Quantities

Any variation in quantities shipped over or under the quantities ordered (not to exceed 10%) shall constitute compliance with Buyer's order and the stated unit price will continue to apply.

### 5. Terms and Method of Payment

Where Seller has extended credit to Buyer, terms of payment shall be net thirty (30) days from date of shipment. The amount of credit or terms of payment may be changed, or credit withdrawn by Seller at any time. If the goods are delivered in installments, Buyer shall pay separately for each installment. Payment shall be made for the goods without regard to whether Buyer has made or may make any inspection of the goods. If shipments are delayed by Buyer, payments are due from the date when Seller is prepared to make shipments. Goods held for Buyer are at Buyer's risk and expense.

### 6. Contingencies and Force Majeure

Seller shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond the control either of Seller or Seller's suppliers, including, but not limited to, war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof, judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw material or machinery or technical failure where Seller has exercised ordinary care in the prevention thereof. Seller may allocate production and deliveries among Seller's customers.

### 7. Substitutions and Modifications of Goods

Seller may modify the specifications of goods designed by Seller, and substitute goods manufactured to such modified specifications for those specified herein, provided such goods substantially conform to this contract. Where Buyer orders goods subject to military specifications, Buyer agrees that Seller may supply goods which conform with the most current version or revision of the applicable military specifications.

### 8. Legal Compliance

Buyer, at all times, shall comply with all applicable federal, state and local laws and regulations. Export of the products covered by this quotation or acknowledgment may be subject to export license control by the U.S. government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the U.S. including the Export Administration Act and regulations promulgated thereunder.

### 9. Changes

Any notice or instruction from the Buyer received subsequent to Seller's acknowledgment, including supplementary information contained in a confirming purchase order, which has the effect of changing the specifications, scope of work, or other terms, will be effective only upon an appropriate adjustment in the price and/or delivery date, and acceptance of any change by Seller in writing.

### 10. Limited Warranty

THE FOLLOWING IS IN LIEU OF ALL WARRANTIES EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OBLIGATION ON THE PART OF SELLER.

Seller, except as otherwise hereinafter provided, warrants the goods against faulty workmanship or the use of defective materials, and that such goods will conform to Seller's written specifications, drawings, and other descriptions for a period of two (2) years. Seller warrants that at the time of delivery, Seller has title to the goods free and clear of any and all liens and encumbrances. These warranties are the only warranties made by Seller and can be amended only by a written instrument signed by an officer of Seller. All warranties that Seller provides to Buyer are solely for Buyer's benefit. Buyer may not transfer or assign any of these warranties.

Continued use or possession of goods after expiration of the applicable warranty

period stated above shall be conclusive evidence that the warranty is fulfilled to the full satisfaction of Buyer. Seller makes no warranty as to experimental or developmental goods or goods not manufactured by Seller, provided that as to goods not manufactured by Seller, Seller, to the extent permitted by Seller's contact with its supplier, shall assign to Buyer any rights Seller may have under any warranty of the supplier thereof.

Seller's warranties as hereinabove set forth shall not be enlarged, diminished or affected by, and no obligation or liability shall arise or grow out of Seller's rendering of technical advice or service in connection with Buyer's order of the goods furnished hereunder.

#### **11. Product Application Indemnity**

Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller, including Attorney's fees, expenses and costs, arising out of the application of Seller's products to Buyer's designs and/or products, or Seller's assistance in the application of Seller's products.

#### **12. Exclusive Remedies**

If the goods furnished by Seller fail to conform to Seller's exclusive limited warranty, Seller's sole and exclusive liability shall be (at Seller's option) to repair, replace or credit Buyer's account for any such goods which are returned by Buyer during the applicable warranty period set forth above, provided that (i) Seller is promptly notified in writing upon discovery by Buyer that such goods failed to conform to this contract with a detailed explanation of any alleged deficiencies, (ii) such goods are returned to Seller, F.O.B. Seller's plant, and (iii) Seller's examination of such goods shall disclose to Seller's satisfaction that such alleged deficiencies actually exist and were not caused by accident, misuse, neglect, alteration, improper installation, unauthorized repair or improper testing. If such goods are non-conforming, Seller shall reimburse Buyer for the transportation charges paid by Buyer for such goods. If Seller elects to repair or replace such goods, Seller shall have a reasonable time to make such repairs or replace such goods.

THIS IS THE SELLER'S ONLY LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM, WHETHER ARISING IN TORT OR CONTRACT, AND IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

#### **13. Acceptance of Product**

Acceptance shall be presumed conclusively to have occurred thirty (30)

days following delivery of product to Buyer, unless Buyer has accepted the product prior to that date.

#### **14. Patents**

Seller shall defend any suit or proceeding brought against Buyer insofar as such suit or proceeding is based on a claim that any goods manufactured and supplied by Seller to Buyer constitute direct infringement of any duly issued United States patent and Seller shall pay all damages and costs finally awarded therein against Buyer, provided that the Seller is promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and is given authority, information and assistance (at Seller's expense) necessary to defend or settle said suit or proceeding. Seller shall not be obligated to defend or be liable for costs and damages if the infringement arises out of compliance with Buyer's specification(s), or from a combination with, an addition to, or a modification of the goods after delivery by Seller, or from use of the goods, or any part thereof, in the practice of a process. Seller's obligations hereunder shall not apply to any infringement occurring after Buyer has received notice of such suit or proceeding alleging the infringement unless Seller has given written permission for such continuing infringement.

If any goods manufactured and supplied by Seller to Buyer shall be held to infringe any United States patent and Buyer shall be enjoined from using the same, Seller will exert its reasonable efforts, at its option and at its expense, (i) to procure for Buyer the right to use such goods free of any liability for patent infringement or (ii) to replace such goods with a non-infringing substitute otherwise complying substantially with all requirements of this contract or (iii) refund the purchase price and the transportation costs of such goods.

If the infringement by Buyer is alleged prior to completion of delivery of the goods under this contract, Seller may decline to make further shipments without being in breach of this contract, and provided Seller has not been enjoined from selling said goods to Buyer, Seller agrees to supply said goods to Buyer, at Buyer's option, whereupon the patent indemnity obligation herein stated with respect to Seller shall reciprocally apply with respect to Buyer.

If any suit or proceeding is brought against Seller based on a claim that the goods manufactured by Seller in compliance with Buyer's specifications and supplied to Buyer directly infringe any duly issued United States patent, then the patent indemnity obligations

herein stated with respect to Seller shall reciprocally apply with respect to Buyer.

The sale by Seller of the items ordered hereunder does not grant or convey or confer upon Buyer or Buyer's customers, or upon anyone claiming under Buyer, a license, express or implied, under any patent rights of Seller covering or relating to any combination, machine or process in which said item might be or is used.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF SELLER FOR PATENT INFRINGEMENT AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN REGARD THERETO, AND IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

#### **15. Termination and Cancellation**

- a. Buyer may terminate this contract in whole, or from time to time, in part, upon thirty (30) days advance written notice to Seller. In such event, Buyer shall be liable for termination charges which shall include: a price adjustment based on the quantity of goods actually delivered and all cost, direct and indirect, incurred and committed for this contract; together with a reasonable allowance for prorated expenses and anticipated profits.
- b. If, in Seller's judgment, the Buyer's financial condition does not justify the terms of payment specified, Seller may cancel this contract unless Buyer shall immediately pay for all goods which have been delivered and pay in advance for all goods prior to delivery.

#### **16. Non-Waiver of Default and Collection Rights**

In the event of any default by Buyer, Seller may invoke any remedy provided by law or by the terms herein stated, and may decline to make further shipments or ask for payment ten (10) days prior to shipment. If Seller elects to continue to make shipments, Seller's actions shall not constitute a waiver of any default by Buyer or in any way affect Seller's legal remedies for any such default.

In the event Seller resorts to a third party or to litigation in order to collect amounts due Seller, Buyer agrees to pay costs of collection for amount owed to Seller, including, but not limited to, attorney's fees, court costs, and interest in the amount of 1% per month (12% per annum), from the date the amount is due.

#### **17. Applicable Law and Forum**

The validity, performance and construction of this contract shall be governed by

the laws of the state in which Seller resides, as shown on the face hereof and such state shall be the only jurisdiction in which any suit may be brought against Seller regarding any dispute arising out of this transaction.

#### **18. U.S. Government Contracts**

If the goods to be furnished under this contract are to be used in the performance of a U.S. Government contract or subcontract, and a U.S. Government contract number shall appear on Buyer's purchase order, those clauses of the applicable U.S. Government procurement regulations which are required by Federal Statute to be included in U.S. Government subcontracts are incorporated herein by reference.

#### **19. Assignment**

This contract is binding upon and inures to the benefit of the parties and the successors and assigns of the entire business and goodwill of Buyer, or of that part of the business used in the performance of this contract, but shall not be otherwise assignable, without the prior consent of Seller.

#### **20. Affidavits and Certificates**

No certificates of compliance, conformance, or chemical analysis shall be provided unless Buyer's detailed requirements are stated on the face of the Buyer's order. Seller reserves the right to charge an additional fee for any such certificate.

#### **21. Sizes, Tolerances, Inspection and Samples**

Quotations are preferably made on the basis of Buyer's prints. When quotations are made on the basis of samples or otherwise, the dimensions on which the quotation is based will be stated. USE OF, OR REFERENCE TO SAMPLES, SHALL NOT ENLARGE, AFFECT OR ALTER THE LIMITED AND EXCLUSIVE WARRANTY (PARAGRAPH 10) OR REMEDY (PARAGRAPH 12).

Where Buyer requires samples from Seller to verify completion of fitting-up, Buyer will pay for such fitting-up within thirty (30) days after receipt of the samples, unless Buyer within such period gives Seller a detailed written description of any allowable variance from specifications, in which case Buyer will promptly pay upon correction of such variances.

The dimensions for quoting and manufacturing are the mean specifications and are subject to the normal tolerances for

variations.

#### **22. Tools and Dies**

Unless otherwise provided herein, even though fitting-up charges may be specified, all tools and dies, including, without limitation, fixtures, gauges and assembly equipment manufactured for this contract, will be Seller's property, but will be retained by Seller for Buyer's non-exclusive use; provided, however, that Seller may dispose of such tools and dies if Buyer does not order from Seller goods for manufacture there from within any one (1) year period.

If any tools and dies manufactured by Seller are to become Buyer's property, it must be specifically so provided on the face hereof. Any such tools and dies, or any materials, tools, dies and other equipment furnished by Buyer to Seller, shall be at Buyer's sole risk and expense, and Seller shall not be liable for loss, damage, maintenance, repair or renewal, regardless of cause. If Buyer desires to withdraw such tools and dies from Seller's plant, and if Seller consents to permit Buyer to withdraw them, for any reason, Buyer will first compensate Seller for any cost incurred with respect to them, including, without limitation, design and development costs.

#### **23. Severability of Terms**

If any phrase, clause or provision shall be declared void, the validity of any other provisions shall not be affected thereby.

#### **24. Release of Information**

Neither party hereto shall, without the prior written consent of the other party (which will not be unreasonably withheld), publicly announce or otherwise disclose the existence of the terms publicity regarding this Agreement. This provision shall survive the expiration, termination or cancellation of this Agreement.

#### **25. Modification**

THESE TERMS AND CONDITIONS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SALE OF THE GOODS DESCRIBED ON THE FACE HEREOF, AND NO ADDITION TO OR MODIFICATION OF ANY PROVISION HEREIN SHALL BE BINDING UPON SELLER UNLESS MADE IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF SELLER LOCATED AT SELLER'S APPROPRIATE ORDER ENTRY LOCATION

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Verde Design Change Order #3 for Santa Cruz High School  
Baseball Backstop Modifications

**MEETING DATE:** September 6, 2023

**FROM:** Jim Monreal, Assistant Superintendent, Business Services

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve Verde Design change order #3 for Santa Cruz High School baseball backstop modifications.

**BACKGROUND:**

This change order consists of additional structural engineering services for backstop post footings that were necessary due to high groundwater. These conditions were discovered after construction began. The previously approved contract amount was \$43,535.00 and the new total contract, including this change order, will be \$46,725.00.

**FISCAL IMPACT:**

Change Order #3 \$3,190.00 (7.32% increase to the contract), Measure A Funds (Restricted)

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

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

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

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

*Prepared by Trevor Miller, Director, Facility Services*





VERDE DESIGN

2455 The Alameda, Suite 200  
Santa Clara, CA 95050  
t 408.985.7200 f 408.985.7260  
www.verdedesigninc.com

August 14, 2023

Mr. Trevor Miller  
Santa Cruz City Schools  
536 Palm St  
Santa Cruz, CA 95060

SUBJECT: Additional Service Request 004 – SCCHS Baseball Backstop  
Backstop Post Footing Engineering  
Verde Design Proposal No. 2109004

Mr. Miller,

We are respectfully submitting a request for additional services related to structural engineering services for backstop post footings as part of the Santa Cruz High School Backstop Renovation Project.

The additional service request consists of fees not included within the original scope of work, related to structural engineering fees for revised footing design associated with netting posts at the backstop.

In this area, groundwater was encountered during drilling operations at a depth of 8 feet, creating a condition prohibitive of pouring concrete footings at the depths indicated in the contract documents without additional input. In order to address the groundwater issue, several design options were reviewed.

First, the structural engineering team reviewed options for shallower and wider concrete footing designs for the backstop posts. The dimensions for these footings could be reduced from 11'-6" deep by 2'-6" wide and 9'-6" deep by 2'-6" wide to 10'-0" deep by 4'-0" wide and 8'-0" deep by 4'-0" wide, respectively. Another footing design option was to increase the diameter of the larger footing from 11'-6" deep by 2'-6" wide to 8'-0" deep by 5'-0" wide.

Next, the structural engineer reviewed was an option to utilize a perforated sleeve with a tremie pour, as suggested by the contractor, CRW Industries, which turned out to not be a viable option.

Finally, the structural engineer reviewed an option proposed by SCCS staff to utilize a corrugated plastic sleeve along with slurry fill to allow for stabilization of the subgrade prior to pouring the backstop footings at the dimensions shown in the contract documents. This option was reviewed and approved by the structural engineer and discussed with the team as the most viable option.

The fee for additional services includes the footing redesign options noted above, and construction administration required due to these changes.

The description of work and associated total lump sum fee is as follows:

- |  |         |
|--|---------|
| 1. Structural Engineering Fees and Construction Administration | \$3,190 |
|--|---------|

If this proposal meets with your approval, please sign this proposal below.

Respectfully submitted,

Mark Baginski, RLA

Principal

Approved:

Signature  
Trevor Miller  
Director of Facilities Services

Date