

SANTA CRUZ CITY SCHOOLS DISTRICT  
MEETING OF THE BOARD OF EDUCATION  
FOR THE ELEMENTARY  
AND SECONDARY DISTRICTS  
WEDNESDAY, NOVEMBER 16, 2022  
OPEN SESSION BEGINS AT 5:30 P.M.  
ZOOM REMOTE BOARD MEETING

POSTED  
DATE:  
LOCATION:  
TIME:  
EMPLOYEE:

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

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

Meeting ID for Regular Board Meeting: 864 6663 6507

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## AGENDA

Item	Purpose / Support
<b>Agenda</b>	
<b>1. Convene Open Session</b>	<b>5:30 p.m.</b>
1.1	Welcome and Pledge of Allegiance
1.2	Agenda changes, additions, deletions, or announcements
1.3	Recognition of Outgoing Trustees
<b>2. Public Comments</b>	<i>For presentations of matters <b>not</b> on the Agenda. 3 minutes for individuals; 15 minutes per subject. <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>3. Approval of Minutes</b>	
3.1	<a href="#">September 14 Minutes</a>
3.2	<a href="#">September 28 Minutes</a>
3.3	<a href="#">October 19 Minutes</a>

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	Item	Purpose / Support
4.	<b>General Public Business</b>	
4.1	<b>Consent Agenda: General Contracts &amp; Agreements</b>	
4.1.1	<b>Educational Services</b>	
4.1.1.1	<a href="#">Memorandum of Understanding: Career and Technical Education (CTE) Magnet Programs</a>	
4.1.1.2	<a href="#">Memorandum of Understanding: Career and Technical Education (CTE) Teaching Mentor Programs</a>	
4.1.1.3	<a href="#">Memorandum of Understanding: Santa Clara Media Literacy Project</a>	
4.1.2	<b>Business Services</b>	
4.1.2.1	<a href="#">Agreement for School Bus Driver &amp; Training Services</a>	
4.1.2.2	<a href="#">Membership Renewal for Super Co-Op</a>	
4.1.3	<b>Human Resources</b>	<b>None</b>
4.1.4	<b>Governance/Superintendent</b>	

SANTA CRUZ CITY SCHOOLS DISTRICT  
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## AGENDA

Item	Purpose / Support
4.1.4.1	<a href="#">ThoughtExchange Membership Renewal</a>
<b>5.</b>	<b>Items to be Transacted and/or Discussed</b>
<b>5.1</b>	<a href="#">Study Session: History, Social Science, and Science Curriculum</a> <i>The study session on History, Social Science, and Science Curriculum will feature updates from teachers and staff.</i>
<b>6.</b>	<b>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 Alyssa Martinez 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 Alyssa Martinez por teléfono al numero (831) 429-3410 x48220.

### Board Meeting Information

1. The Study Session on December 7, 2022, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
2. The Regular Board Meeting on December 14, 2022, 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  
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Meeting ID for Regular Board Meeting: 864 6663 6507

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#### **AGENDA**

3. The Regular Board Meeting on January 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 Study Session on January 18, 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 February 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 Regular Board Meeting on February 22, 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 March 8, 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 March 22, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
9. The Regular Board Meeting on April 12, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
10. The Study Session on April 26, 2023, 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 May 10, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
12. The Study Session on May 24, 2023, 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 May 31, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
14. The Regular Board Meeting on June 14, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.

**MINUTES OF THE REGULAR MEETING  
OF THE SANTA CRUZ CITY SCHOOLS BOARD OF EDUCATION  
FOR THE ELEMENTARY AND SECONDARY DISTRICTS  
September 14, 2022**

**Convene Closed Session**

Board President Tracy-Proulx called this Closed Session Meeting to order at 6:01 p.m.

**Public Comments for Closed Session Agenda Items**

None.

**Convene Open Session**

Board President Tracy-Proulx called this Regular Meeting Open Session to order at 6:31 p.m.

**Attendance at Meeting**

Sheila Coonerty      Cindy Ranii      Jeremy Shonick      Deb Tracy-Proulx      Claudia Vestal

Student Board Representative Eva Diop  
Student Board Representative Neveah Karraker  
Student Board Representative Lynda Otero

Remote: Cindy Ranii  
Remote: Jeremy Shonick  
Remote: Patricia Threet

Absent: Board Vice President John Owen

Kris Munro, Superintendent  
Dorothy Coito, Assistant Superintendent, Educational Services  
Jim Monreal, Assistant Superintendent, Business Services  
Molly Parks, Assistant Superintendent, Human Resources  
Members of the Audience

**Welcome and Format**

Board President Tracy-Proulx welcomed those in attendance and explained the format used for this Regular Meeting of the Board of Education

**3.2. Agenda Changes, Additions, or Deletions & Announcements**

Bond Item 8.3.4 fiscal impact will be paid by site specific allocations

**PUBLIC COMMENTS**

None.

## **SUPERINTENDENT'S REPORT**

### **Superintendent's Report**

Superintendent Munro shared that there has been much preparation for College & Career Week in October. There have been parent breakfasts to distribute Chromebooks and for parents to learn how to use them at both Bay View and Gault. Plan finalization to roll out new anonymous tip system through Catapult EMS to come out in the next couple of weeks. LGBTQ Task Force met and are excited to bring on Social Work interns. There are a couple of Encompass Clinicians that will be starting at Branciforte Middle School and Costanoa. Superintendent Munro shared that the social Emotional Health Survey will be open until the end of the month. There is a lot of Professional Development going on. Soquel High participated in the Riverside COE Transcript Audit Training last week, and Santa Cruz High had their training this week. The purpose of these audits is to identify obstacles to students achieving A-G completion. The finance team completed the Unaudited Actuals for 2021-22, finalizing Benefit Open Enrollment along with Human Resources. She also shared there will be a ribbon cutting for the new DeLaveaga playground on Friday September 23<sup>rd</sup>, at 8:00 AM. Superintendent Munro praised the building of the Corsi-Rosenthal Boxes with volunteers from the community and provided an update on the District's ongoing COVID response.

### **Students' Report**

Student Board Representative Eva Diop reported that in the second month of school everything is going well - clubs are getting the swing of things, and school is preparing for the Queer, Trans & Allied Summit on October 8<sup>th</sup>, 2022. Cardinal Advisory on Race & Equity (CARE) is starting again, and they are brainstorming new ways to educate students and staff on microaggressions. Black Student Union (BSU) had an amazing start, roughly 27 students joined, which is a major increase from last year. They've begun to plan fun and educational activities. BSU is receiving a lot of support from the parent group, Mr. Denning, and advisor Mr. Yahya. The Latino and Asian Student Unions are also off to a great start and are hoping to begin fundraising soon. She brought up a concern about many students at Santa Cruz High receiving pamphlets regarding a dress code and students were concerned with the wording.

Student Board Representative Neveah Karraker reported that Harbor High had a successful Back to School Night last Thursday. A number of parents participated, explored the campus, and met each of their students' teachers. Harbor wants parents to be actively involved, and Back to School undoubtedly cultivated that. ASB is meeting with leadership and working hard on making the upcoming Homecoming this Friday enjoyable for the whole school. There will be no Kings or Queens instead students and classes are recognized with the most school spirit, which is catalogued on Harbor's five-star app. The five-star app is a database that Harbor uses to distinguish how many students are participating in activities, attendance at sports games, dress up days, clubs, and academic lab. Overall, a lot of exciting events are happening at Harbor High.

Student Board Representative Lynda Otero reported that Soquel had the privilege of hosting the Stump Game (?) again Santa Cruz High School, students enjoyed the friendly competition. Monday's Club Day was very successful. It was very enjoyable to see students engaging with their community, Lynda thinks Clubs will do well this year with student engagement. Student Advisory on Race and Equity is back at Soquel, and students reintroduced themselves to staff during their staff meeting on Monday. Moving forward, the students will reintroduce the concept of microaggressions and begin to build on the lessons from last year.

## **BOARD MEMBERS' REPORTS**

### **Board Members' Reports**

Trustee Vestal attended Delta Board Meeting and is happy to report that there are 110 students enrolled and

are looking forward to their Back to School Night on September 29<sup>th</sup>, at 5pm. She also reported that she visited Harbor high during Spirit Week and it was Twin Day and it looked like students were having a good time.

Trustee Ranii echoed the Board President’s Comment on student reports being very insightful. Attended the LGBTQ Task Force last week and continues to be impressed with the work of the whole team towards building safe, supportive, and inclusive schools. Building on three years of work regarding Safe Schools Climate Index work, the task force is now moving into developing campuses as model programs that other schools and Districts can emulate. Trustee Ranii sent a shout out to Ron Indra and Rob Darrow, long standing community volunteers supporting LGBTQ youth. Their volunteer work is exemplary. Trustee Ranii hopes that new Trustees catch up on this important task force, and she is also hoping the Board puts a Student Trustee in that task force.

Trustee Coonerty did not have a report to share.

Trustee Shonick did not have a report to share.

Trustee Threet did not have a report to share

**Board President’s Report**

Board President Tracy-Proulx appreciated the District’s efforts to support the building of the Rosenthal boxes.

**APPROVAL OF MINUTES**

None.

**GENERAL PUBLIC BUSINESS**

**Consent Agenda**

8.1.1.1 Local Control and Accountability Plan Clarifications; 8.1.2.1. Purchase Orders, Bids, & Quotes; 8.1.2.2. Warrant Register; 8.1.2.3. Budget Transfers; 8.1.2.4 Bond Oversight Committee: Resignations & Appointments; 8.1.2.5. Parcel Tax Oversight Committee: Resignations & Appointments; 8.1.2.6. Exemption from Required Expenditures; 8.1.3.1. Personnel Actions-Certificated; 8.1.3.2. Personnel Actions-Classified; 8.2.1.1 Campus Kids Connection Facilities: DeLaveaga; 8.2.1.2. Campus Kids Connection Facilities: Westlake; 8.2.1.3. Celtx Contract-Harbor High CTE Film; 8.2.1.4. Consultant Services: MESA; 8.3.2. 19six Architects & Interiors: Amendment Agreement: Branciforte Small Schools New Elevator and Office Renovation; 8.3.3. Bartos Architect: Amendment Agreement 22-23 Fiscal Year; 8.3.4. Belli Architectural Group, Inc.: Amendment Agreement: Harbor High School and Branciforte Middle School Emergency Gate Planning Cover

Trustee Vestal motioned to approve the consent agenda with the amended language regarding Branciforte Small Schools Elevator. Trustee Coonerty seconded the motion. The motion was passed by the following roll call vote:

**Roll Call Vote:**

Coonerty – Yes	Owen – Absent	Ranii – Yes	
Shonick – Yes	Threet – Yes	Tracy-Proulx – Yes	Vestal – Yes

**Closed Session Items**

**Report of Actions Taken in Closed Session**

President Tracy-Proulx reported the following actions during closed session:

1. Ms. Parks shared information with the Board on Certificated/Classified/Management Leaves, Retirements, Resignations & Appointments.
2. Ms. Parks shared information on Public Employee Discipline/Dismissal/Release/Complain (Govt. Code Section 54957)

### **ITEMS TO BE TRANSACTED AND/OR DISCUSSED**

#### **8.5.1.1. Staff Report: Adult Education Update**

Watsonville/Aptos/Santa Cruz Adult Education Director Dr. Nancy Bilichich and Assistant Director Todd Livingstone presented on the consortium that exists in Santa Cruz County for Adult Education which evolved due to new legislation in 2015. Assembly Bill 86 (AB86) outlined expectations for consortium development as well as planning and implementation requirements to establish the Adult Education Consortium Program. Then intent of AB 86 is to expand and improve the provision of adult education-via these consortia. In 2016, a memorandum of understanding was developed between PVUSD and SCCS to plan for the transition of programs and staff to the new WASCAE program that now serves adult learners across Santa Cruz County. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

#### **8.5.1.2. Staff Report: District Goals and Metrics**

Assistant Superintendent Coito presented the District's goals and corresponding metrics for this year. Metrics measure the district's success in meeting its goals each year. It is a way of measuring student learning and assessing if student needs are met. This report was informational in nature and no action was taken by the Board at this time.

#### **8.5.2.1. New Business: Facilities Master Plan**

Chief of Communications, Sam Rolens, presented on/the Facilities Master Plan. On April 27, 2022, the Board approved a contract to update the District Facilities Master Plan that was approved in July 2016. In April and May, twenty meetings were held, two at each school site, with site staff and parent teacher associations. At these meetings, the district budget and bond program were reviewed, including an opportunity to discuss the update of the Facilities Master Plan. In addition, last spring, District staff engaged stakeholders through ten school site community meetings, two community webinars, and a community input Google form. The site meetings were advertised by principals with their school communities. The Google form was shared via email communication, text, social media and through our website. The broader community meetings were advertised in the Sentinel, via text and email. The input collected from all these venues informed the draft update of the Facilities Master Plan. Another round of input was collected this summer once the draft master plan was posted on the website with a feedback form linked into the top of the site. Outreach for feedback on the draft plan was done via email, text, and social media. For three weeks, our community and staff were encouraged to provide additional input to inform the plan. In our efforts to support sustainability, the Facilities Master Plan is an electronic document, is linked to the District website and can be viewed at this web address: <http://sccs.fpd.consulting/>. Trustees asked questions and had discussion. Staff recommended the Board approve the Update to the facilities master plan.



MSP(Coonerty/Vestal) 4-2, 1 Absent, the Board of Education approved the motion.

**8.5.2.2. New Business: 2022-23 Unaudited Actuals**

Assistant Superintendent Monreal presented the 2021-22 Unaudited Actuals. The 2021-22 Unaudited Actuals represent the final fiscal year-end report for 2021-22. The General Fund was projected to end the fiscal year with an ending balance of \$21.3M, and the unaudited actual ending balance is \$34.7M. This reflects a \$6.6M increase in the Unrestricted Ending Balance and a \$6.8M increase in the Restricted Ending Balance, a net increase of \$13.4M. Assistant Superintendent Monreal also shared key highlights of the fiscal year end. Trustees asked questions and had discussion.

MSP(Vestal/Coonerty) 6-0, 1 Absent, the Board of Education approved the motion.

**8.5.2.3. New Business: Annual Resolution 08-22-23 GANN Limits**

Assistant Superintendent Monreal presented Resolution 08-22-23: Gann Limits. This is a routine resolution presented to the Board annually since the passage of Proposition 4 in 1979. The worksheet recalculates the prior year (2021-22) Gann Limit based on the actual average daily attendance and revenues and calculates current year (2022-23) Gann Limit based on projected average daily attendance and budgeted revenues.

Trustee Coonerty motioned to approve the Annual Resolution 08-22-23 GANN Limits. Trustee Vestal seconded the motion.

The motion was passed by the following roll call vote:

**Roll Call Vote:**

Coonerty – Yes	Owen – Absent	Ranii – Yes	Vestal – Yes
Shonick – Yes	Threet – Yes	Tracy-Proulx – Yes	

**8.5.4.1. Staff Report: Superintendent Goals**

Superintendent Munro provided a comprehensive goal plan for 2022-23 and presented each of the goals and their alignment and support of the District Goals. She is committed to an open agenda and communication with Trustees, District Staff and the greater Santa Cruz school community as the district team works diligently to engage students’ hearts and minds- every student, every day.

**8.5.4.2. Possible Items for Future Meeting Agendas**

None.

**Adjournment of Meeting**

As there was no further business to come before the Board of Education, Board President Tracy-Proulx adjourned this Regular Meeting at 8:32 p.m.

### **Board Meeting Schedule Information**

1. The Special Meeting on September 28, 2022, 6:30 p.m., will be at the Santa Cruz County Office of Education and will be broadcast to the public remotely via Zoom.
2. The Regular Board Meeting on October 19, 2022, 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 November 2, 2022, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
4. The Study Session on November 16, 2022, 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 December 14, 2022, 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 21, 2022, 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 January 11, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
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15. The Regular Board Meeting on May 10, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
16. The Study Session on May 24, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
17. The Regular Board Meeting on May 31, 2023, 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 June 14, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.

\*For more details about this meeting, please visit our district website and listen to the meeting recording: [http://sccs.net/board\\_of\\_education](http://sccs.net/board_of_education)

Respectfully submitted,

Kris Munro, Superintendent  
Santa Cruz City Schools

Deb Tracy-Proulx, President  
Board of Education  
10/84





**MINUTES OF THE REGULAR MEETING  
OF THE SANTA CRUZ CITY SCHOOLS BOARD OF EDUCATION  
FOR THE ELEMENTARY AND SECONDARY DISTRICTS  
SEPTEMBER 28, 2022**

**Convene Closed Session**

Board President Tracy-Proulx called this Closed Session Meeting to order at 5:35 p.m.

**Public Comments for Closed Session Agenda Items**

None.

**Convene Open Session**

Board President Tracy-Proulx called this Regular Meeting Open Session to order at 6:31 p.m.

**Attendance at Meeting**

Sheila Coonerty

John Owens

Deb Tracy-Proulx

Claudia Vestal

Remote: Cindy Ranii

Remote: Jeremy Shonick

Remote: Patricia Threet

Student Board Representative, Eva Diop

Student Board Representative, Neveah Karraker

Student Board Representative, Lynda Otero

Kris Munro, Superintendent

Dorothy Coito, Assistant Superintendent, Educational Services

Molly Parks, Assistant Superintendent, Human Resources

Jim Monreal, Assistant Superintendent, Business Services

Members of the Audience

**Welcome and Format**

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

**3.2. Agenda Changes, Additions, or Deletions**

Agenda item 8.5.1.3 Staff Report: Local Control Accountability Plan Update: Multi-Tiered Systems of Support – Role of Paraeducators in Academic and Behavioral Support will be presented before agenda item 8.5.1.2 Staff Report: LGBTQ Task Force Update to account for a presenter attending the meeting late.

**PUBLIC COMMENTS**

None.

## **SUPERINTENDENT'S REPORT**

### **Superintendent's Report**

Superintendent Munro shared with the board that the district has begun to provide a Kibo Robot class pet project training to teachers to help teach TK, Kinder and 1<sup>st</sup> Grade students about computer programming concepts. This month Career Speakers were in classrooms and available during lunch at all high school sites, reaching 800 students. All elementary schools have instituted SWIS (School-wide Information System) to aggregate and monitor behavior data, as part of the Positive Behavior Interventions and Support (PBIS) program. Santa Cruz High School has been selected to be the first campus to implement the Catapult EMS safety app, which will be rolled out soon. Superintendent Munro discussed the many leadership opportunities that have been available the last month including the first Leadership Professional Learning Community (PLC) meeting hosted by Assistant Superintendent Parks. Superintendent Munro shared photos of the ribbon cutting for the new TK and Kindergarten playground at DeLaveaga Elementary School. Superintendent Munro concluded her report by providing an update on the district's Covid response stating that the case numbers are beginning to drop and expressed gratitude for the availability of the new booster shot for staff and students.

### **Student's Report**

Student Board Representative Eva Diop shared that the Black Student Union had a successful bake sale and that the LSU (Latinx Student Union) will be holding their bake sale on Friday. Ms. Diop noted that parking has been troublesome at Santa Cruz High because of the construction around the school as well as the two-hour parking limit. She noted that the issue was brought to Mayor Sonia Brunner's attention, as well as the City Council of Santa Cruz.

Student Board Representative Neveah Karraker shared that Leadership did an exceptional job on Harbor High's homecoming rally. The leadership class encouraged participation in sporting events, building floats, attending the dance and dressing up. Student Trustee Karraker noted that the 5Star app had been working well to track student involvement and shared that at least 63.9% of students were involved in at least one homecoming activity. Ms. Karraker concluded her report by promoting the upcoming Club Rush and gave a specific shout out to the Youth Equity Board which helps advise Harbor students who are on the Superintendent's Student Advisory on Race and Equity Committee

Student Board Representative Lynda Otero informed the board that she aired a message on the morning announcement to inform students on campus how to contact her with any feedback they would like brought to the board. Student Trustee Otero noted that Freshmen students gave feedback that they were struggling academically due to the switch from middle school to high school. Ms. Otero concluded her report by noting that the scholarship opportunities for seniors needed to be updated on the school website and commending the UC application workshop that was held in the library.

## **BOARD MEMBERS' REPORTS**

### **Board Members' Reports**

Trustee Vestal shared that she attended the Wellness Committee meeting where she was pleased to learn that the meal participation had almost doubled and that there are more vegetarian options available for students and staff this school year. Trustee Vestal also reported that there are now food pantries at all the

secondary schools. Trustee Vestal concluded her report by noting that she attended the SCZBA (Santa Cruz County Schools Boards' Association) meeting where she they discussed methods to raise awareness for parents regarding the inadequacies of LCFF and provided an update on upcoming legislation for schools.

Trustee Coonerty thanked the student trustees for their thoughtful reports.

Trustee Threet did not have a report to share.

Trustee Owen did not have a report to share.

Trustee Shonick did not have a report to share.

Trustee Ranii did not have a report to share and thanked the board for allowing hybrid-format meetings to continue.

### **Board President's Report**

Board President Tracy-Proulx did not have a report to share.

### **APPROVAL OF MINUTES**

None.

### **GENERAL PUBLIC BUSINESS**

#### **Consent Agenda**

8.1.1.1 Harbor High International Field Trip, 8.1.1.2 Harbor High Out of State Field Trip, 8.1.2.1 Purchase Orders, Bids & Quotes, 8.1.2.2 Warrant Register 8.1.2.3 Budget Transfers, 8.1.2.4 Disposition of Surplus, 8.1.2.5 Resolution 09-22-23: Commitment of Funds, 8.1.2.6 Resolution 10-22-23 Accept the California Schools Healthy Air, Plumbing, and Efficiency Program (CalSHAPE) Ventilation Grant, 8.1.3.1 Personnel Actions – Certificated, 8.1.3.2 Personnel Actions – Classified, 8.1.3.3 Variable Term Waiver: Counseling Credential, 8.1.3.4 Variable Term Waiver: Administrative Services Credential, 8.2.1.1 WeVideo Contract with Branciforte Middle School, 8.2.1.2 Campus Kids Connection Lease Agreement DeLaveaga (Updated Snack Agreement), 8.2.2.1 Soledad Unified School District Sales Agreement for Portables, 8.2.2.2 Lease Amendment for 313 Swift Street, 8.2.3.1 Consultant Services Agreement: Mary Gaukel, 8.3.1 Anixter, Inc.: Proposal: Gault Elementary School Door Hardware, 8.3.2 Dilbeck & Sons: Change Order 1: Soquel High School Touch Panel Installation, 8.3.3 Kent Construction: Change Order 1: Soquel High School Fitness Center Modernization Site Work, 8.3.4 Kent Construction: Change Order 3: Transportation Yard Site Work, 8.3.5 Overhead Door: Change Order 1: Harbor High School Door Repair

Trustee Vestal motioned to approve the consent agenda. Trustee Coonerty seconded the motion.

The motion was passed by the following roll call vote:

#### **Roll Call Vote:**

Coonerty – Yes

Owen – Yes

Ranii – Yes

Shonick – Yes

Threet – Yes

Tracy-Proulx – Yes

Vestal – Yes

8.1.2.7 – 8.1.2.9 were moved for further discussion after item 8.5.2.1.

### **Closed Session Items**

#### **Report of Actions Taken in Closed Session**

Board Vice President Owen reported the following actions during closed session:

1. Ms. Coito provided trustees with information regarding student expulsion #01-22-23.
2. Ms. Parks shared information with the Board on Certificated/Classified/Management Leaves, Retirements, Resignations & Appointments.
3. Ms. Parks did not have information to share regarding Public Employee Discipline/Dismissal/Release/Complaints.

#### **Vote on Student Expulsion #01-22-23**

Trustee Ranii motioned to accept the District’s recommendation and expel student #01-22-23. Trustee Coonerty seconded the motion.

MSP(Ranii/Coonerty) 7-0, the Board of Education voted to expel student #01-22-23.

### **ITEMS TO BE TRANSACTED AND/OR DISCUSSED**

#### **8.5.1.1 Staff Report: District Library Program Update**

Superintendent Munro introduced District Librarians Barbara Lawrence, April Porterfield, Jessica Brooks and Angela Gates to present an update on the District Library Program. Because of the support of our generous community through parcel taxes, Santa Cruz City Schools is fortunate to have ten credentialed teacher librarians to serve each of our campuses. With our community’s investment, teacher librarians provide strong academic programs that build essential student skills. Research shows that teacher librarians positively impact student achievement at all grade levels. Santa Cruz City Schools and our community’s commitment to staffing our libraries with credentialed teacher librarians ensures great spaces for students to learn skills that enable them to become better students, to develop a love of reading and to support teachers in developing units of study on research and information literacy. This report was informational in nature and no action was taken by the Board at this time.

#### **8.5.1.3 Staff Report: Local Control Accountability Plan Update: Multi-Tiered Systems of Support – Role of Paraeducators in Academic and Behavioral Support**

Assistant Superintendent Coito began the report and later introduced RTI Coordinator Raven Graham and Gault’s PBIS technicians to discuss their work at Gault Elementary. Based on family, student, staff and Board input, Santa Cruz City Schools has developed comprehensive plans that detail the use of COVID and Local Control Accountability Plan (LCAP) Supplemental funding earmarked to support student academic achievement and social emotional health. Input to these plans continually identify the need for increased tutoring and paraeducator support for students during and after the school day in the areas of literacy and math. Paraeducators TK-12 “push in” and “pull out” students during the school day. “Push in” means



that paraeducators are supporting students within the classroom under the direction of the classroom teacher. “Pull out” means that aides work with students one-on-one or in small groups outside of the classroom under the direction of the RtI Coordinator(s). This year, an additional RtI Coordinator who specializes in math was added at each elementary site. PBIS technicians shared their role in supporting students in learning self-regulation skills. This report was informational in nature and no action was taken by the Board at this time.

**8.5.1.2 Staff Report: LGBTQ Task Force Update**

Superintendent Munro introduced Director of Student Services Gail Atanksy and her team to provide an update on the LGBTQ Task Force. The LGBTQ Task Force was formed in 2016-2017 and is a collaborative partnership to support the LGBTQ students and families of Santa Cruz City Schools. This group of SCCS K-12 staff and community members work in collaboration to increase awareness of current LGBTQ issues regarding curriculum, climate, policy, and resources. Rhiannon Soto a Social/Emotional Counselor and club advisor for the Muskequeer club at Branciforte Middle School and student club members Aiden Parten and Christiana Herzog presented a student made video and shared about their club’s work to create a safe and supportive climate at school. The report concluded with awards presented to Rob Darrow and Ron Indra, LGBTQ Task Force Members and leaders of the Safe Schools Project, for their tremendous efforts in supporting the LGBTQ community within SCCS. This report was informational in nature and no action was taken by the Board at this time.

**8.5.2.1 Staff Report: Bond Budget Update**

Assistant Superintendent Monreal introduced Director of Facilities Trevor Miller who presented the Bond Budget Update. Each quarter staff presents an update on Bond expenditures and the projected budget for the fiscal year. This report reflects Bond expenditures through August 31, 2022. This report was informational in nature and no action was taken by the Board at this time.

**8.1.2.7 Moved Off Consent for Further Discussion: Resolution 07-22-23: Change Manufacturers for Electric Buses**

Trustees asked questions and had discussion.

Trustee Vestal motioned to approve item 8.1.2.7. Trustee Coonerty seconded the motion.

The motion was passed by the following roll call vote:

Roll Call Vote:

Coonerty – Yes	Owen – Yes	Ranii – Yes
Shonick – Yes	Threet – Abstained	Tracy-Proulx – Yes    Vestal – Yes

**8.1.2.8 Moved Off Consent for Further Discussion: Resolution 11-22-23: Participation in California Hybrid and Zero-Emission Truck and Voucher Incentive (HVIP) Program**

Trustees asked questions and had discussion.

Trustee Vestal motioned to approve item 8.1.2.8. Trustee Coonerty seconded the motion.

The motion was passed by the following roll call vote:

Roll Call Vote:

Coonerty – Yes            Owen – Yes            Ranii – Yes  
Shonick – Yes            Threet – Abstained    Tracy-Proulx – Yes    Vestal – Yes

**8.1.2.9      Moved Off Consent for Further Discussion: Resolution 13-22-23 Authorizing Participation in HVIP Public School Bus Set Aside for Small and Medium Air Districts (Public School Bus Set-Aside)**

Trustees asked questions and had discussion.

Trustee Vestal motioned to approve item 8.1.2.9. Trustee Coonerty seconded the motion.

The motion was passed by the following roll call vote:

Roll Call Vote:

Coonerty – Yes            Owen – Yes            Ranii – Yes  
Shonick – Yes            Threet – Abstained    Tracy-Proulx – Yes    Vestal – Yes

**8.5.4.1      New Business: Resolution 12-22-23 Proclaiming LGBTQ History Month**

Superintendent Munro presented Resolution 12-22-23: Proclaiming LGBTQ History Month. Santa Cruz City Schools strives for all students to feel safe and welcome in their schools and to see themselves represented in the curricula. Santa Cruz City Schools recognizes the important contributions of local, State, and National LGBTQ people to the history of the United States, by promoting social justice, enhancing health and well-being, and building a sense of community for LGBTQ people. Superintendent Munro recommended approval of Resolution 09-21-22.

MSP(Owen/Coonerty) 7-0, the Board of Education approved Resolution 12-22-23 Proclaiming LGBTQ History Month.

**8.5.4.2.      Discussion: Possible Items for Future Meeting Agendas**

None.

**9.      Adjournment of Meeting**

As there was no further business to come before the Board of Education, Board President Tracy-Proulx adjourned this Regular Meeting at 8:11 p.m.

**Board Meeting Schedule Information**

1. The Regular Board Meeting on October 19, 2022, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
2. The Regular Board Meeting on November 2, 2022, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
3. The Study Session on November 16, 2022, 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 December 7, 2022, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
5. The Study Session on December 14, 2022, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
6. The Regular Board Meeting on January 11, 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 Study Session on January 18, 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 February 8, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
9. The Regular Board Meeting on February 22, 2023, 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 March 8, 2023, 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 March 22, 2023, 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 April 12, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
13. The Study Session on April 26, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
14. The Regular Board Meeting on May 10, 2023, 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 on May 24, 2023, 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 31, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
17. The Regular Board Meeting on June 14, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.

\*For more details about this meeting, please visit our district website and listen to the meeting recording:  
[http://sccs.net/board\\_of\\_education](http://sccs.net/board_of_education)

Respectfully submitted,

Kris Munro, Superintendent  
Santa Cruz City Schools

Deb Tracy-Proulx, President  
Board of Education

**MINUTES OF THE REGULAR MEETING  
OF THE SANTA CRUZ CITY SCHOOLS BOARD OF EDUCATION  
FOR THE ELEMENTARY AND SECONDARY DISTRICTS  
October 19, 2022**

**Convene Open Session**

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

**Attendance at Meeting**

Patricia Threet                      Deb Tracy-Proulx                      Claudia Vestal  
Cindy Ranii

Remote: Jeremy Shonick

Absent: John Owens

Absent: Sheila Coonerty

Student Board Representative, Eva Diop

Student Board Representative, Neveah Karraker

Student Board Representative, Lynda Otero

Kris Munro, Superintendent

Dorothy Coito, Assistant Superintendent, Educational Services

Molly Parks, Assistant Superintendent, Human Resources

Jim Monreal, Assistant Superintendent, Business Services

Members of the Audience

**Welcome and Format**

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

**3.2. Agenda Changes, Additions, or Deletions**

Agenda item 8.1.2.6 was pulled due to the California Schools Healthy Air, Plumbing, and Efficiency Program requesting changes to Resolution 10-22-23.

**PUBLIC COMMENTS**

None.

**SUPERINTENDENT'S REPORT**

**Recognition of Hispanic Heritage Month Essay and Poster Contest Winners**

Superintendent Munro recognized the winners of the Hispanic Heritage Month Essay and Poster Contest Winners. Superintendent Munro thanked the students for taking the time to prepare wonderful reflections on their learning and experience with Hispanic heritage. The winners are as follows:

#### Essay Entries:

First: Olivia Castillo, 12th grade, Soquel High, \$50 El Palomar Gift Card

Second: Violet Willet, 7th grade, Branciforte Middle, \$25 Copal Gift Card

Third: Caitlyn Eskew (Hankes), 12th grade, Soquel High, \$15 Bookshop Santa Cruz Gift Card

Fourth: Nancy Wu Zheng, 12th grade, Soquel High, \$15 Bookshop Santa Cruz Gift Card

#### Poster Entries:

Emely Delgado, 11th grade, Soquel, \$5 Marianne's Gift Card

Marcos Phelps, 9th grade, Soquel, \$5 Marianne's Gift Card

### **Superintendent's Report**

Superintendent Munro recounted to the board that it is College and Career Awareness Month wherein school sites have had career speakers, events in every grade span and support with college applications for the senior students. Superintendent Munro shared about the ongoing data conversations with principals regarding progress towards goals.. She commended the Santa Cruz High School Band Review that occurred on October 15<sup>th</sup>, with over 60 bands from across the state in attendance. The first meeting of the Superintendent's Student Advisory on Race and Equity was held at the beginning of the month where students discussed what work they want to do and what they wish to accomplish at their school sites this year. The Queer, Trans and Allied Student Summit was held in Watsonville where a group of students went with Assistant Principal of Santa Cruz High School Casey Denning to engage with other like school communities. Ms. Munro discussed the multiple professional development opportunities that had been held. The finance department has been hard at work on the annual audit and is preparing for the First Interim. Superintendent Munro then discussed the various community events held in the past week including the Santa Cruz Rotary BBQ, a very successful Parent Leader Dinner and an excellent kick off to the Classified and Leadership Partners in Administration and Labor (PAL) retreat. Superintendent Munro concluded her report by giving an update on the uptick in Covid-19 cases and extending her gratitude to Covid Compliance Manager Jory Berdan who is scheduling booster clinics at school sites for the new Bivalent booster.

### **Student's Report**

Student Board Representative Eva Diop was pleased to report the extension of the two-hour parking limits around campus, an issue she had previously reported to the board. Student Trustee Diop shared that the theater department was getting ready for their first production of the year, Sherlock Holmes. BSU has been busy fundraising, connecting with UCSC, scheduling events and creating portfolios to prepare for upcoming college expo; she noted that last year one student was offered a full ride scholarship on the spot during an expo. Student Trustee Diop recounted that the volleyball team has been doing excellent in all their matches and that Senior Night is tomorrow. Ms. Diop stated that she is looking closer at the history curriculum after the rich discussion on Hispanic heritage at the previous board meeting, specifically the stigmatization of religions, such as Islam.

Student Board Representative Neveah Karraker began her report by congratulating the essay winners for their hard work. Student Trustee Karraker was proud to announce that the first gender neutral Homecoming Court was elected at Soquel High. Ms. Karraker stated that she had had some students approach her about campus safety during homecoming as there had been a few incidents that left some students uneasy. She also mentioned that students had approached her to say that a considerable amount of them aren't receiving the

school announcements which creates achievement disadvantages because of a lack of knowledge of campus opportunities. Ms. Karraker discussed attending the Superintendent's Advisory on Race and Equity and said that Soquel's subgroup was inspired by the discourse and will be meeting this coming Friday. Student Trustee Karraker concluded her report by recounting the field trip that the Bio-tech class took to UCSC and stated that the AVID classes will go to San Jose State next week.

Student Board Representative Lynda Otero shared that Harbor High has created a voluntary student survey to detect strengths and weaknesses. 271 students have participated thus far with 92% agree or strongly agree that they can be successful at Harbor, 81% agree or strongly agree that they know who to talk to when they have a problem and 87% agree or strongly agree that they know what they are expected to learn in their classes. Student Trustee Otero stated that from personal experience she agreed with the survey responses and commended the new counselors and IB coordinators by saying they are doing an exceptional job. Additionally, the top four issues and concerns students at Harbor High have include 71% related to drug or alcohol abuse/use, 61% regarding racism and/or racial inequity, 55% regarding climate change and 54% regarding gun violence. The most common comment in reference to what is "not working" at the school site is regarding food quality offered on campus and the most positive was gratitude for the 8-day period that Harbor High adopted. Ms. Otero concluded her report by expressing excitement over the possibility of new surveys for students to gain further data.

## **BOARD MEMBERS' REPORTS**

### **Board Members' Reports**

Trustee Vestal did not have a report to share but thanked the students who participated in the Hispanic Heritage month contest and was pleased to hear there was so much participation in the contest.

Trustee Threet began by congratulating the student winners of the Hispanic Heritage Month essay contest. Trustee Threet then shared that she had visited Soquel High School where she was impressed by Principal Greg O'Meara, saying that he is a positive and polite role model which she sees reflected in the students. Ms. Threet recounted that the campus looked wonderful and she was pleased to visit two science programs classes, physics and biology. She witnessed how the Agricultural Science class has contributed all over campus and has performed wonders in their takeover of 2<sup>nd</sup> quad by making it ADA compliant and drought tolerant. She stated that was pleased to see that the students are engaging in this work thus taking ownership in their environment. Trustee Threet concluded her report by stating that she was greeted by warm and friendly staff at the front office and thanked Superintendent Munro and Greg O'Meara for giving her an in-depth day at the site and said she was happy to be in person on a campus again.

Trustee Shonick did not have a report to share.

Trustee Ranii did not have a report to share.

### **Board President's Report**

Board President Tracy-Proulx did not have a report to share but also thank the student participants in the essay contest and applauded their efforts.

## **APPROVAL OF MINUTES**

None.

## GENERAL PUBLIC BUSINESS

### Consent Agenda

8.1.1.1 1st Quarter Williams Report, 8.1.1.2 CTE Advisory Committee Members for 2022-23 School Year, 8.1.2.1 Purchase Orders, Bids & Quotes, 8.1.2.2 Warrant Register, 8.1.2.3 Budget Transfers, 8.1.2.4 Disposition of Surplus, 8.1.2.5 Budget Development Calendar, 8.1.2.7 Bond Notices of Completion, 8.1.3.1 Certificated Personnel Actions, 8.1.3.2 Classified Personnel Actions, 8.1.3.3 Resolution 16-22-23: Week of the Administrator, 8.1.3.4 Resolution 17-22-23: School Employee Appreciation Week, 8.2.1.1 Sprouts Santa Cruz LLC Lease Agreement, 8.2.1.2 Final Settlement Agreement: Special Education, 8.2.1.3 Non-public Agency: ACES Contract Revision, 8.2.1.4 Non-public Agency: SpeechRighter Contract Revision, 8.2.1.5 Non-public Agency: Adriana San Millan School Psychology and Special Education Services, LLC, 8.2.1.6 Agreement for Professional Services: Steps to Success, 8.2.1.7 Consultant Services Agreement: Interactive Flat Panel Training (IT), 8.2.1.8 Consultant Services Agreement: Safe Schools, 8.2.1.9 Riverside County Office of Education: A-G Transcript Audit, 8.2.1.10 Consultant Services Agreement: Positive Discipline Community Resources, 8.2.2.1 Change Order: Climatec, Energy Services Agreement, 8.2.2.2 19Six Architects & Interiors: Amendment Agreement: Egress Plans and Wayfinding Signage, 8.2.2.3 Belli Amendment Funding Change, 8.2.4.1 Memorandum of Understanding for Interagency Information Sharing Between SCCS and Santa Cruz COE, 8.3.1 California Custom Sheds: Quote: Transportation Storage Building, 8.3.2 Moore Twining: Proposal: Branciforte Small Schools Elevator Modernization Geotechnical Engineering Investigation, 8.3.3 Ross Recreation: Change Order 1: DeLaveaga Elementary School Kinder Play Equipment Site Work

Trustee Vestal motioned to approve the consent agenda. Trustee Ranii seconded the motion.

The motion was passed by the following roll call vote:

### **Roll Call Vote:**

Coonerty – Absent	Owen – Absent	Ranii – Yes	
Shonick – Yes	Threet – Yes	Tracy-Proulx – Yes	Vestal – Yes

### Closed Session Items

#### **Report of Actions Taken in Closed Session**

None.

## ITEMS TO BE TRANSACTED AND/OR DISCUSSED

### **8.5.1.1 Staff Report: Nursing Services Update**

Assistant Superintendent Coito introduced Director of Student Services Gail Atlansky and school nurses Kelly Lynch, Susie Tellez and Daniel Boyd to provide an update on Nursing Services. Santa Cruz City Schools has three full time registered nurses who support our ten school campuses. Registered nurses are important and invaluable staff members due to their extensive training and knowledge. Most of their time is spent training and certifying health clerks and unlicensed classified support staff in the administration of medications, responding to medical emergencies, creating health care plans, conducting health assessments, facilitating

vision and hearing screenings for students in special education and ensuring immunization compliance and managing the care of students with chronic and acute medical conditions. This report was informational in nature and no action was taken by the Board at this time.

**8.5.2.1 Staff Report: Preliminary California Basic Education Data System (CBEDS) Report**

Assistant Superintendent Monreal presented a report on the 2022-23 Preliminary California Basic Education Data System (CBEDS). This annual data collection is administered the first Wednesday in October. This year, CBEDS Information Day was October 5, 2022. The purpose of CBEDS is to collect demographic information on students, faculty, and district employees. The District has experienced a decline in enrollment from 2021-22 to 2022-23 of 188 students. Staff will provide a report on year-over year enrollment variations by grade span. This report was informational in nature and no action was taken by the Board at this time.

**8.5.4.1 Staff Report: School Marketing Update**

Superintendent Munro introduced Chief of Communication & Community Engagement Office Sam Rolens to present the School Marketing Update. Each year, staff work to communicate and promote the programs our schools have to offer students in our community. With a declining student population across California, enrollment is impacted in all school settings. As such, staff have prepared a more robust marketing plan to promote services and opportunities that convey the value of public education provided by Santa Cruz City Schools to families as they make choices about their children's education. This report was informational in nature and no action was taken by the Board at this time.

**8.5.4.2 New Business: Resolution 15-22-23 Proclaiming Indigenous Heritage Month**

Superintendent Munro presented Resolution 15-22-23: Proclaiming Indigenous Heritage Month. Indigenous Heritage Month celebrates the heritages and cultures of Native Americans and the contributions of Native Americans to the United States. Superintendent Munro recommended approval of Resolution 15-22-23.

MSP(Threet/Vestal) 5-0, the Board of Education approved Resolution 15-22-23: Proclaiming Indigenous Heritage Month.

**8.5.4.2. Discussion: Possible Items for Future Meeting Agendas**

None.

**9. Adjournment of Meeting**

As there was no further business to come before the Board of Education, Board President Tracy-Proulx adjourned this Regular Meeting at 7:47 p.m.

**Board Meeting Schedule Information**

1. The Regular Board Meeting on November 2, 2022, 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 November 16, 2022, 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 December 14, 2022, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
4. The Study Session on December 21, 2022, 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 January 11, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
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\*For more details about this meeting, please visit our district website and listen to the meeting recording:  
[http://sccs.net/board\\_of\\_education](http://sccs.net/board_of_education)

Respectfully submitted,

Kris Munro, Superintendent  
Santa Cruz City Schools

Deb Tracy-Proulx, President  
Board of Education

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Memorandum of Understanding: Career and Technical Education (CTE) Magnet Programs

**MEETING DATE:** November 16, 2022

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

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the Career Technical Education Magnet Class Memorandum of Understanding. This MOU allows for students in San Lorenzo Valley Unified District to attend Santa Cruz City Schools' magnet programs and vice versa.

**BACKGROUND:**

The Santa Cruz County Office of Education and all high school districts in the county have agreed, as detailed in the MOU, to allow students from other districts to participate in Career and Technical Education programs that are unique to individual districts.

Santa Cruz City Schools has eight Career and Technical Education magnet courses that are open to any student in the county. The purpose and goal of the magnet course offerings are to give students more opportunities to engage in different Career and Technical Education courses and pathways that Santa Cruz City Schools does not offer. For example, the two most popular Career and Technical Education magnet courses SCCS students take are Culinary Arts and Fire Science. These two courses are made available to Santa Cruz City Schools students through the Santa Cruz County Office of Education.

**Evaluation Criteria**

Santa Cruz City Schools will track the number of students enrolling in each Career and Technical Education magnet course offered by one of the neighboring districts and/or the County Office of Education. As long as there are students who wish to participate in other Career and Technical Education magnet courses, it is recommended that Santa Cruz City Schools continue this countywide agreement.

**FISCAL IMPACT:**

\$1,000 per student attending a Career and Technical Education magnet course to the receiving district. Measure T (Restricted)

Santa Cruz City Schools will also receive \$1,000 per student for each student attending one of the Career and Technical Education magnet courses from a different district.

**AGENDA ITEM: 4.1.1.1**

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

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

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

**AGENDA ITEM: 4.1.1.1**

**Santa Cruz City School DISTRICT and Santa Cruz County Office of Education**  
**MAGNET CLASS AGREEMENT**  
2022/23 School Year

THIS AGREEMENT is between the Santa Cruz City School District and The Santa Cruz County Office of Education. THE PURPOSE of this Agreement is to set forth the terms under which the Receiving District will provide the Sending District magnet class for the Students of Sending District. The cost per Sending District student shall be \$1,000.

- NOW, THEREFORE, in consideration of Receiving District offering classes to support the Sending District's students the following will apply.

**A. Sending District Responsibility:**

1. District will provide all data required under this agreement in regards to Student information for registration, release from parents to attend an off-site class (parent and student to supply transportation), reporting of grades to the student/parents and attendance to the CDE, reporting of any other pertinent future information that may be needed for CDE reporting on various grants.
2. As necessary the District will read and familiarize themselves with the grant requirements that may be used to fund the classes in order to prepare, monitor and report data required for reporting to the CDE and as required in the LCAP.
3. District will report statistics and narrative as needed for the LCAP.
4. Data required will be but not limited to Student data (ie: graduation rates, CTE rates, post secondary education/occupation/endeavors etc) required.
5. **Estimated Number of students to be sent:\_\_\_\_\_.** **Total estimated amount due:\_\_\_\_\_**  
District shall pay the total amount due within 30 days of receiving the bill from the Receiving District, for those students enrolled.

**B. Receiving District Responsibility:**

1. District will require 25 or more students to enroll unless otherwise noted
2. District will enroll students identified by sending district.
3. Enrollment will be finalized for sending district for billing on the 15<sup>th</sup> day of class and notification will be sent to the sending district.
4. District will monitor students' attendance and report back to the sending district.
5. District will monitor students' progress and grades and report back to sending district.
6. District will employ credentialed qualified teachers and staff for the classroom.
7. District will maintain all equipment, supplies and labs needed for coursework.
8. District will ensure all staff are properly trained regarding sexual abuse, molestation and mandated reporter.

- C. **Term.** This Agreement shall commence on July 1, 2022 and shall continue until June 30, 2023.
- D. **Termination.** This Agreement will be active for the full Term unless mutually agreed by both Districts to terminate this program under the Agreement.
- E. **Administrative Costs.** The total costs to participating districts for the services performed by the Receiving District will be \$1,000 per student to be billed by the Receiving District by no later than July 31<sup>st</sup> 2023. Sending District will be required to pay the cost for each and every student enrolled during the Term.
- F. **Hold Harmless.** To the fullest extent permitted by law, each party shall defend, indemnify, and hold the other party, its Governing Board, officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the willful or intentional misconduct or negligent acts or omissions of the indemnified party, its officers, employees, volunteers, or agents.
- G. **Insurance.** Under this Agreement, each party shall maintain insurance as described below.
1. **Workers' Compensation Insurance.** Workers' compensation insurance for each party's employees with statutory limits as required by the Labor Code of the State of California.
  2. **General Liability Insurance.** Commercial general liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence and Two Million Dollars (\$2,000,000) general aggregate. Said commercial general liability insurance policy shall either be endorsed with the following specific language or contain equivalent language in the policy:
    - a. Each District, its officers, agents, and employees, shall be named as additional insured under each other's policy for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement.
    - b. The insurance provided herein is primary with respect to any insurance or self-insurance programs maintained by SCCOE or District/Agency.
  3. **Automobile Insurance.** Automobile liability insurance covering bodily injury and property damage in an amount no less than One Million Dollars (\$1,000,000) combined single limit for each occurrence shall be maintained.

Said insurance shall include coverage for owned, hired, and non-owned vehicles.

4. **Sexual Abuse and Molestation Insurance.** Sexual Abuse and Molestation insurance with coverage of no less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollar (\$2,000,000) aggregate shall be maintained.

The following documentation shall be submitted to the other party:

1. Properly executed Certificates of Insurance clearly evidencing all coverage's limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement. The parties agree to maintain current Certificates of Insurance evidencing the above-required coverage, limits, and endorsements on file with the other party for the duration of this Agreement.
  2. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted upon of execution of this Agreement.
  3. After the Agreement has been signed, signed Certificates of Insurance and required endorsements shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- H. **Facilities.** Receiving District shall be solely responsible for its own facilities, equipment, and personal property, including any damage that occurs thereto which is not the result of the willful misconduct by the Sending School District teacher.
- I. **No Employment Rights.** Each party's employees shall be under the exclusive management control of that party and shall not be employees of the other party for any purposes whatsoever. No relationship of employer and employee is created by this Agreement.
- J. **Discrimination.** The parties and its employees shall not discriminate because of sex, sexual orientation, gender, ethnic group identification, race, ancestry, national origin, religion, color or mental or physical disability against any person by refusing to furnish such persons any service or privilege offered by the parties under this Agreement.
- K. **Assignment.** This Agreement or any interest herein shall not be assignable by the parties or by operation of law without the prior written consent of the other party. Any attempt to so assign without first obtaining such written consent shall be null and void. In the event such written consent should be given by the other party, said

consent shall not constitute a waiver of this provision, which shall remain in effect with respect to any and all subsequent attempts to assign.

- L. **Notice.** As used in this Agreement, notice includes but is not limited to the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is considered given either (a) when delivered in person to the recipient named as below, or (b) when emailed and then deposited in the United States mail in a sealed envelope or container, postage and postal charges prepaid, addressed by name and address to the party or person intended as follows:

Sending District: Santa Cruz City Schools District

133 Mission Street, Suite 100  
Santa Cruz, CA 95060

Contact:  
Kris Munro, Superintendent

Receiving District: Santa Cruz County Office Of Education

400 Encinal Street  
Santa Cruz, CA 95060

Contact:  
Denise Sanson

- M. **Amendments.** The parties agree to make appropriate amendments to this Agreement from time to time, to comply with state and federal legislation or rules and regulations issued by state or federal agencies, if such amendments are required, provided, however, that in the event the changes required, or the legislation, or the rules and regulations, materially change the contract or affect the validity thereof either whole or in part, then in that event, the Agreement may be terminated at the option of either party.
- N. **Governing Law.** This Agreement shall be governed by and interpreted under laws of the State of California, with venue for the judicial resolution of any dispute to be Santa Cruz County, California and no other place.
- O. **Confidentiality of Student Information.** Any employee of Receiving District who may access Sending District student's confidential information must sign the enclosed Non-Disclosure Agreement with respect to protecting the confidentiality of any student data and information which may be exchanged in accordance with and in furtherance of this Agreement.

Signatures on Following Page.



IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Sending District Superintendent, Date

\_\_\_\_\_  
Sending District CBO                      Date

\_\_\_\_\_  
Receiving District Superintendent, Date

\_\_\_\_\_  
Receiving District CBO                      Date

\_\_\_\_\_

**ALL SIGNED NON-DISCLOSURE AGREEMENTS BEHIND THIS SHEET.**

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Memorandum of Understanding: Career and Technical Education (CTE) Teaching Mentor Programs

**MEETING DATE:** November 16, 2022

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

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the Colton-Redlands-Yucaipa Regional Occupational Program (CRY-ROP) Memorandum of Understanding with Santa Cruz City Schools for participation in the CTE TEACH and CTE TEACH site program.

**BACKGROUND:**

The California State Plan for Career and Technical Education, 2008-2012, identifies as an essential element of a world-class Career and Technical Education system the need for initial preparation and on-going professional development of Career and Technical Education educators. Since 2009, CRY-ROP's CTE TEACH department, in partnership with the California Department of Education, has offered a professional development program for K-12 districts, ROCs, community colleges, and charter schools to provide the demonstrated critical support needed for teacher success.

The CTE TEACH program, administered by CRY-ROP, is a comprehensive professional development program modeled after their highly successful Teacher Induction Program (TIP) that has received Model Practices award recognition from the California Department of Education. This model professional development program replicates what was learned from the Teacher Induction Program and is designed for beginning career/technical education teachers to provide an effective transition from industry into the teaching profession. CTE TEACH involves administrative supervision overseeing the use of Mentor Teachers to provide structured training for beginning CTE educators, as well as technical assistance and informal observation intended to guide and support the new teacher related to the training. The CTE TEACH professional development training addresses all the teaching practices proven to be effective and is presented in a sequenced and scaffolded structure that includes teaching methods, learning styles, lesson planning, CTE concepts, equity and diversity in the classroom, mandated reporting, and legal/ethical issues. This coordinated and comprehensive approach to professional development can enhance teacher success in the classroom and increase teacher retention.

**AGENDA ITEM: 4.1.1.2**

Jenny Angelacos, SCCS Career Technical Education Teacher on Special Assignment, will fulfill the role of the Career Technical Education Mentor Teacher to new Career Technical Education teachers (teachers in their first two years of teaching), and the Secondary Director of Learning and Achievement will fulfill the role of the supervising administrator.

Colton-Redlands-Yucaipa Regional Occupational Program (CRY-ROP) will pay Santa Cruz City Schools for CTE TEACH services rendered and as specified, the total stipend amount of up to \$7,500 per mentor. Base ratio is 5 mentees per mentor. Each site Mentor can mentor more than five mentees, but not less if the site has fewer than six mentees. Each mentor will report up to 150 hours, at a rate of \$50.00 per service hour, (not to exceed \$7,500), building and executing grant required activities. Funds are to be paid directly to the Career Technical Education Teacher Mentor, Jenny Angelacos, and may not be used for sub costs, software, instructional supplies, equipment, or indirect costs.

**FISCAL IMPACT:**

None

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 #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: 4.1.1.2**



## **CTE TEACH Site Memorandum of Understanding 2022-2023**

This memorandum of understanding sets forth the terms of agreement between the Colton-Redlands-Yucaipa Regional Occupational Program (hereafter CRY-ROP) and

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(write name of participating educational agency)

(Educational Agency hereafter Participating Agency), with regards to participation in the CTE TEACH and CTE TEACH site program.

### **I. Background**

The California State Plan for Career and Technical Education, 2008-2012, identifies as an essential element of a world-class CTE system the need for initial preparation and on-going professional development of CTE educators. Since 2009, CRY-ROP's CTE TEACH department, in partnership with the California Department of Education, has offered a professional development program for K-12 school districts, ROCPs, community colleges, and charter schools to provide the demonstrated critical support needed for CTE teacher success.

Recognizing that many local educational agencies have a need for professional development activities to support CTE educators, CRY-ROP offers CTE TEACH site grant opportunities to eligible educational agencies.

### **II. Purpose of Agreement**

It is the purpose of this agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the responsibilities of the parties as they relate to the implementation of the CTE TEACH professional development program for CTE educators.

### **III. Duration of Agreement**

The term of this agreement shall be from November 1, 2022 through and including June 30, 2023 unless modified or terminated in writing. The termination can be exercised by either party 30 days following written notice.

### **IV. Program Description**

The CTE TEACH program, administered by CRY-ROP, is a comprehensive professional development program modeled after their highly successful Teacher Induction Program (TIP) that has received Model Practices award recognition from the California Department of Education. This model professional development program replicates what was learned from the Teacher Induction Program and is designed for beginning career/technical education teachers to provide an effective transition from industry into the teaching profession. CTE TEACH involves administrative supervision overseeing the use of Mentor Teachers to provide structured training for beginning CTE educators, as well as technical assistance and informal observation intended to guide and support the new teacher related to the training. The CTE TEACH professional development training addresses all the teaching practices proven to be effective and is presented in a sequenced and scaffolded structure that includes

teaching methods, learning styles, lesson planning, CTE concepts, equity and diversity in the classroom, mandated reporting, and legal/ethical issues. This coordinated and comprehensive approach to professional development can enhance teacher success in the classroom and increase teacher retention in your program.

## **V. Special Provisions**

1. This agreement is entered into by the duly authorized officials of each respective party.
2. It is understood by both parties that each will fulfill its responsibility under the agreement in accordance with the provisions of law and regulations that govern their activities. Nothing in this agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this agreement the affected party shall immediately provide written notice to the other party to establish a date for mutual termination of the agreement.
3. This MOU constitutes the entire agreement hereto with respect to the subject matter hereof, and supersedes any prior understanding or written or oral agreements between the parties with respect to the subject matter of this MOU. No amendment, modification or alteration of the terms of the MOU shall be binding on either party unless submitted in writing, dated subsequent to the date of this MOU, and is duly executed by both parties.
4. Neither party may incur any debt, obligation, expense or liability of any kind of the other party without the other party's written approval.
5. This agreement may be amended by the mutual written consent of the parties here to.

## **VI. Responsibilities of the Parties under Agreement**

In consideration of the mutual aims and desires of the parties to this agreement and in recognition of the benefit to be derived from the effective implementation of the program, the parties agree that their responsibilities under this agreement shall be as follows:

### **A. CRY-ROP shall:**

1. Pay the Participating Agency for CTE TEACH services rendered and as specified, the total stipend amount of up to \$7,500 per mentor for up to three mentors per site. Base ratio is 5 mentees per mentor. Each site Mentor can mentor more than five mentees, but not less if the site has fewer than six mentees. Each mentor will report up to 150 hours, at a rate of \$50.00 per service hour, (not to exceed \$7,500), building and executing grant required activities.
2. Furnish all information and forms necessary to the performance of this agreement.
3. Provide curriculum and training for Mentor Teachers.
4. Provide administrator support focusing on strategies and practices needed to implement the CTE TEACH program.
5. Monitor the performance of the Participating Agency in regards to responsibilities under this MOU and advise the Participating Agency of any and all concerns.

### **B. Participating Agency Shall:**

1. Identify at least one Participating Agency administrator that will oversee the CTE TEACH program on site. Specific responsibilities include the following:
  - a. Be available for consultation with selected Mentor Teachers regarding instructional matters.

- b. Attend a Statewide Advisory Meeting hosted by CRY-ROP via video conference – spring 2023.
  - c. Submit fully completed Quarter Reports and a final invoice at end of grant year. All sections of the Quarter Reports must be completed, if applicable. The last Quarter Report and invoice must be received no later than June 30, 2023. Note that funds are to be paid directly to mentors and may not be used for sub costs, software, instructional supplies, equipment, or indirect costs. The reports are due no later than 30 days after the end of each quarter:
    - ~~i. Quarter 1 ends September 31, 2022 - Report due by October 31, 2022~~
    - ii. Quarter 2 ends December 31, 2022 - Report due by January 31, 2023
    - iii. Quarter 3 ends March 31, 2023 - Report due by April 30, 2023
    - iv. Quarter 4 ends June 30, 2023 - Report and invoice due by **June 30, 2023 (No Exceptions)**
  - d. Administrators are responsible for reviewing Mentor logs for completeness and assurance that all tasks/activities align with the objectives of the grant.
  - e. Submit additional documentation and reports as required.
    - i. Including a program impact report due April 30, 2023**
2. Identify at least one Mentor Teacher to complete the number of designated hours assigned in this MOU of CTE TEACH program work including: conducting training following the CTE TEACH professional development curriculum, classroom visits, teacher observations (including related non-evaluative coaching) and other forms of technical assistance to support the beginning CTE teacher. Specific responsibilities include the following:
- a. Complete online the CTE Teach Mentor Training modules available through CTE Online ([www.cteteach.com](http://www.cteteach.com)) by the end of second quarter, December 31, 2022. Mentors added to the grant after December 31, 2022 will have 30 days after notifying CTE teach to complete the online training.
  - b. Participate in the 5 webinars provided by CTE TEACH.
  - c. Attend a Statewide Advisory Meeting hosted by CRY-ROP via webinar, spring 2023.
  - d. Hold a minimum of 3 workshops outlined in the CTE TEACH curriculum for teachers.
  - e. Provide one-on-one time with individual teachers to discuss challenges via phone, email, or in person biweekly.
  - f. Mentor and work closely with assigned teachers to provide support and assistance.
  - g. Provide information and guidance to teachers pertaining to instructional methodologies and resources, effective teaching strategies for classroom management, and lesson plan design and development.
  - h. Meet with assigned teachers and coordinate site visits, conducting teacher observations and providing peer coaching follow-up, and feedback pertaining to effective teaching strategies and student motivation.
  - i. Conduct a minimum of two teacher observations with feedback by June 2023 for each assigned teacher.
  - j. Be available on an “on-call” basis and visit or call each assigned teacher every month.
  - k. Function as a methodology specialist for specialty or content area as applicable.
  - l. Consult with teachers regarding instructional matters and site procedures, including attendance, record keeping, and forms.
  - m. Coordinate and facilitate the sharing of resources and expertise. Consult with administrators regarding instructional matters.
  - n. Serve as a professional role model for colleagues and favorably represent the site.

- o. Log their hours of instruction on the Mentor Teacher Activity Log and submit to the administrator in a timely manner.
- p. Submit additional documentation and reports as required.

**VII. Failure to Provide Satisfactory Service, Abandonment of Program, Cancellation of Agreement**

If, at any time during the performance of this agreement, CRY-ROP and the California Department of Education determines, at their discretion, that Participating Agency's services have become unsatisfactory, or if at any time during the performance of this agreement CRY-ROP determines, at its sole discretion, to suspend indefinitely work on CTE TEACH, CRY-ROP shall have the right to cancel this agreement regarding the Participating Agency's services related to CTE TEACH. In the event of such cancellation, CRY-ROP shall give written notice to the Participating Agency of its intention to cancel thirty (30) days in advance of the effective date of the cancellation.

If the cancellation is for unsatisfactory performance, CRY-ROP shall be obligated to pay the Participating Agency only for those services deemed by CRY-ROP to be satisfactory as of the effective date of the cancellation or termination. If the cancellation is the result of CRY-ROP's decision to suspend indefinitely or abandon the work under this agreement, CRY-ROP shall be obligated to pay the Participating Agency only for those services performed by the Participating Agency through the effective date of cancellation or termination.

**Approved By:**

Participating Agency Superintendent/Designee Information

Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: **CA** Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

**Agency: Colton-Redlands-Yucaipa ROP**  
**Name: Tracie Zerpoli**  
**Title: Superintendent**  
**Signature:**  
**Date:**

**Mail MOU with original signature to:**  
 Colton-Redlands-Yucaipa ROP  
 Attention: CTE TEACH David Aman  
 1214 Indiana Ct.  
 Redlands, CA 92374

***This MOU must be printed and signed by the superintendent/designee and submitted to the appropriate governing body for consideration.***



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Memorandum of Understanding: Santa Clara Media Literacy Project

**MEETING DATE:** November 16, 2022

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

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the Media Literacy Project Memorandum of Understanding between the Santa Clara County Office of Education and Santa Cruz City Schools.

**BACKGROUND:**

The Santa Clara County Office of Education has reached out to teachers in the region asking for participants in their Media Literacy Project, which is a project funded through the Targeted Violence and Terrorism Prevention (TVTP) Grant. The purpose of this project is to improve media literacy and online critical thinking skills in children using a “whole community” approach. The media literacy and online critical thinking curriculum will address bias in communication, recognizing and verifying sources of information, and how communications attempt to target or persuade individuals.

Three Santa Cruz City Schools educators (Angela Gates, Soquel High School Teacher Librarian; Lara Yurman, Soquel High English Teacher; and Stacey Saady, Ark Independent Studies Teacher) will participate in the training, debriefing, and Spring implementation of the Media Literacy Project. The educators will then implement the curriculum in their classes and will collect non-identifying data. This data will include pre- and post-assessment student surveys that will assess student knowledge and rate their confidence in their media literacy skills and will evaluate the effectiveness of the curriculum. Santa Cruz City Schools educators will also take a post-assessment survey that will rate their confidence in implementing the media literacy curriculum and evaluate the effectiveness of the curriculum and training. The Santa Clara County Office of Education (SCCOE) will not collect personal identifying information from teachers or students.

Santa Cruz City Schools will process stipends up to \$1200 per participant for the blended course, and \$600 for the e-learning course, for a total of 3 participants, not to exceed \$3,000 through payroll. Santa Cruz City Schools will invoice Santa Clara County Office of Education for the stipends, so there will be no cost to the District.

**AGENDA ITEM:**

**4.1.1.3**

**FISCAL IMPACT:**

None

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

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

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

Goal #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:**

**4.1.1.3**

**Memorandum of Understanding  
between  
Santa Clara County Office of Education  
and  
Santa Cruz City Schools**

*This Memorandum of Understanding (MOU), hereinafter referred to as the “Agreement”, is between the Santa Clara County Office of Education (SCCOE) and Santa Cruz City Schools (the “Agency”). SCCOE and the Agency can each be referred to as the “Party” or collectively as the “Parties” for the purpose of this Agreement.*

## **1. Overview**

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in the Targeted Violence and Terrorism Prevention (TVTP) Grant is funding the Media Literacy Project for students. The purpose of this project is to improve media literacy and online critical thinking skills in children using a “whole of community” approach. The media literacy and online critical thinking curriculum will address bias in communication, recognizing and verifying sources of information, and how communications attempt to target or persuade individuals.

## **2. Goals**

- Improve access to inclusive, equitable, high-quality education.
- Provide quality support to districts, schools, students, and communities.
- Be a premier service organization.

The Targeted Violence and Terrorism Prevention (TVTP) Grant is funding the Media Literacy Project for students. The purpose of this project is to improve media literacy and online critical thinking skills in children using a “whole of community” approach. The media literacy and online critical thinking curriculum will address bias in communication, recognizing and verifying sources of information, and how communications attempt to target or persuade individuals.

## **3. Responsibilities**

### **3.1. The Agency Responsibilities:**

3.1.a. Santa Cruz City Schools will allow the educators (Angela Gates, Lara Yurman, and Stacey Saady) to participate in the training, debrief, and Spring implementation (02/27/23 to 03/31/23).

3.1.b. Santa Cruz City Schools will allow the educators to implement the Media Literacy curriculum to the students and collect non-identifying data for students and educators.

3.1.c. The Santa Cruz City Schools educators will collect pre- and post-assessment student surveys. The student surveys will assess student knowledge and rate their confidence in their media literacy skills, evaluating the effectiveness of the curriculum. The Santa Clara County Office of Education (SCCOE) will not collect personal identifying information from teachers or students.

3.1.d. Santa Cruz City Schools educators will provide a post-assessment survey. The educator survey will rate their confidence in implementing the media literacy curriculum and evaluate the effectiveness of the curriculum and the training. The Santa Clara County Office of Education (SCCOE) will not collect personal identifying information from teachers or students.

3.1.e. Santa Cruz City School educators will collect teacher, student, and parent consent forms.

3.1.f. Santa Cruz City Schools will process the participant's stipends, up to \$1,200.00 per participant for the blended course, and up to \$600.00 per participant for the e-learning course, for a total of 3 participants, not to exceed a total of \$3,000.00 through their payroll department. This payment includes the teacher stipend (\$1,000.00- Angela Gates/Lara Yurman, and \$500.00- Stacey Saady) as well as statutory costs involved in the stipend (\$200.00- Angela Gates/Lara Yurman, and \$100.00- Stacey Saady).

3.1.g. Santa Cruz City Schools will invoice the Santa Clara County Office of Education (SCCOE) for the stipends issued.

**3.2. The SCCOE Responsibilities:**

3.2.a. The Santa Clara County Office of Education (SCCOE) will provide the materials and curricula needed for the implementation.

3.2.b. The Santa Clara County Office of Education (SCCOE) will provide Zoom links for the training and debrief session.

3.2.c. All data collected will be shared with staff from the Santa Clara County Office of Education (SCCOE) and used to revise the curriculum. The data collected will be shared with the Bay Area Urban Areas Security Initiative (BAUASI) grant organization.

3.2.d. The Santa Clara County Office of Education (SCCOE) from the Targeted Violence and Terrorism Prevention (TVTP) grant monies will reimburse Santa Cruz City Schools up to \$1,200.00 per participant for the blended course and up to \$600.00 per participant for the e-learning course, for a total of 3 participants, not to exceed a total of \$3,000.00.

**3.3. Delivery of Services and Use of Resources:**

3.3.a. The Santa Clara County Office of Education (SCCOE) will provide training and debrief training on the following dates:

Spring Teacher Training Sessions- February 15, 2023, or March 2, 2023

Spring Teacher Debrief Sessions- April 18, 2023, or April 27, 2023

**4. Duration of Agreement**

This Agreement begins on February 1, 2023 and ends on May 30, 2023.

**5. Articulation of Monies/Compensation**

The Santa Clara County Office of Education (SCCOE) will provide the Santa Cruz City Schools a stipend of up to \$1,200.00 per participant for the blended course and up to \$600.00 per participant for the e-learning course, not to exceed a total of \$3,000.00. The participating educators are Angela Gates (\$1,200.00), Lara Yurman (\$1,200.00), and Stacey Saady (\$600.00). Santa Cruz City Schools will invoice the Santa Clara County Office of Education (SCCOE) to receive payment.

**6. Data Sharing**

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

- Yes, Data Sharing agreement/form attached
- No

## 7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon 30-days advance written notice to the other Party.

## 8. Other Terms

- 8.1. Entire Agreement:** This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- 8.2. Amendments:** This Agreement may only be amended by a written instrument signed by the Parties.
- 8.3. Severability:** Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.
- 8.4. Third-Party Beneficiaries:** This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.
- 8.5. Assignment:** No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.
- 8.6. Use of SCCOE Name and Logo for Commercial Purposes:** Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.
- 8.7. Governing Law, Venue:** This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

## 9. Insurance/Hold Harmless

- 9.1 Insurance:** The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.
- 9.2 Indemnification:** Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

## 10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board,

Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE’s authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

**11. Electronic Signatures/ Signatures**

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

**SCCOE:**

By: \_\_\_\_\_  
 Signature of Authorized SCCOE Official

Name: Anisha Munshi, Ed.D.

Title: Associate Superintendent of PLISD

Date: \_\_\_\_\_

Address: 1290 Ridder Park Drive, MC 237  
San Jose, CA 95131

Phone: (408) 453-6842

Email: [amunshi@sccoe.org](mailto:amunshi@sccoe.org)

**Santa Cruz City Schools:**

By: \_\_\_\_\_  
 Signature of Authorized Agency Official

Name: Dorothy Coito

Title: Assistant Superintendent of Educational Services

Date: \_\_\_\_\_

Address: 133 Mission Street, Suite 100  
Santa Cruz, CA 95060

Phone: (831) 429-3410 X48248

Email: [dcoito@sccs.net](mailto:dcoito@sccs.net)

***For Contracts Office/Risk Management use only:***

RM#: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

SCCOE Staff Contacts		Contract Originator (Admin)	Title	Extension
Questions about this contract should be sent to:				
Division:		Name of Responsible Administrator	Title	Extension
Department:				

**Contract/Agreement Information**

Contract/Agreement Type	<input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> MOU <input type="checkbox"/> Construction / Design <input type="checkbox"/> Technology	<input type="checkbox"/> Amendment to RM# _____ <input type="checkbox"/> Lease Agreement: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Other: _____
Contractor's Name		
Service Type / Brief Description		

**Compensation & Terms**

*Anticipated Start Date		End Date		<input type="radio"/> REVENUE
Original Contract Amount		Revised Total Contract Amount <i>(for Amendments only)</i>		

**Directions**

- Steps listed below must be completed *sequentially*.**
- \*Contractor Services cannot be initiated until the contract is fully approved.**
1.  **Check applicable category to verify compliance with AR 3310. Attach Purchasing Verification.**

<input type="checkbox"/> RFP / Bid# _____	<input type="checkbox"/> Best Source (\$3,000 - \$99,099)	<input type="checkbox"/> N/A
<input type="checkbox"/> Sole Source	<input type="checkbox"/> Verified by Purchasing ( <b>required</b> ) _____	
  2.  **Contractor and SCCOE Responsible Administrator reach agreement about terms. SCCOE contract originator completes the contract packet and gathers required attachments.**

<input type="checkbox"/> Proof of Workers' Compensation Insurance	<input type="checkbox"/> General Liability Insurance Certificate:
<input type="checkbox"/> W-9	<input type="checkbox"/> Additional Insurance Endorsement
<input type="checkbox"/> Auto Liability	<input type="checkbox"/> Molestation / Sex Abuse Endorsement
  3.  **Risk Management Insurance Review \_\_\_\_\_**
  4.  **Gather initials verifying review of draft contract and identified funding source:**

<input type="checkbox"/> Initiator _____	<input type="checkbox"/> Manager _____	<input type="checkbox"/> Director _____	<input type="checkbox"/> Assoc Sup/Assis Sup/Chief _____
<small>For Construction/Design and Leases Only:</small>		<small>For Software/Technology Purchases Only:</small>	
<input type="checkbox"/> General Services Director _____	<input type="checkbox"/> Tech. Infra. & Supp. Director _____	<input type="checkbox"/> Data Governance _____	
  5.  **Contractor to review and sign the contract.**       SCCOE signs first  
Initial Date Approved
  6.  \_\_\_\_\_ **Internal Business Services (IBS) – Contract Analyst to review, initial, and return to contract originator for final contract signature.**
  7.  \_\_\_\_\_ **Obtain appropriate signature on contract per thresholds listed below.**

<input type="checkbox"/> \$0 - \$2,999: SCCOE Director
<input type="checkbox"/> \$3,000 - \$99,999: SCCOE Associate Superintendent/Assistant Superintendent/Chief
<input type="checkbox"/> \$100,000 & Over: Superintendent
  8.  \_\_\_\_\_ **Return to IBS – Contract Analyst to obtain a RM#. IBS returns to contract originator.**
  9.  \_\_\_\_\_ **Contract originator creates the requisition using assigned RM# to generate a PO.**

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Shared School Bus Driver: Trainer Services Agreement

**MEETING DATE:** November 16, 2022

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

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the shared School Bus Driver and Trainer Services Agreement with San Lorenzo Valley Unified School District and Santa Cruz City Schools District.

**BACKGROUND:**

Santa Cruz City Schools employs school bus drivers who are qualified to operate school buses, to transport students along designated routes and to field trips and other special activities. These employees are also able to provide behind-the-wheel training and other required training for school bus drivers. San Lorenzo Valley Unified School District wishes to use SCCS Driver/Trainer services at times when such services are not needed by SCCS. San Lorenzo Valley Unified School District will reimburse SCCS for services used.

**FISCAL IMPACT:**

Revenue LCFF Base (Unrestricted) - Hourly rate to be reimbursed by partner district(s) based on services provided.

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

- Goal #5: SCCS will maintain a balanced budget and efficient and effective management.
- Goal #6: SCCS will maintain strong communication and partnerships with its diverse community.



**AGREEMENT FOR  
SCHOOL BUS DRIVER/TRAINER SERVICES**

This Agreement for School Bus Driver/Trainer Services (“Agreement”) is entered into as of November 14, 2022 (“Effective Date”) by and between Santa Cruz City Schools (“Santa Cruz”) and San Lorenzo Valley Unified School District (“SLVUSD”). Santa Cruz and SLVUSD may each be referred to individually as “Party” and collectively as “Parties.”

**RECITALS**

A. **WHEREAS**, Santa Cruz employs school bus drivers qualified to operate school buses, transport students along designated routes, to field trips, and special activities; provide behind-the wheel training and other required training for school bus drivers; and perform other duties as assigned (“Driver/Trainers”); and

B. **WHEREAS**, SLVUSD desires to utilize Driver/Trainers at such times when the Driver/Trainers are not otherwise needed by Santa Cruz for the purposes of providing behind-the wheel and other required training school bus drivers, assisting with completion of bus routes on a short-term basis due to unanticipated school bus driver shortages, picking up and transporting students in the event of bus breakdowns, and providing other services; and

C. **WHEREAS**, SLVUSD are willing to reimburse Santa Cruz for the services provided by the Driver/Trainers as set forth in this Agreement; and

D. **WHEREAS**, Santa Cruz, in acknowledging the importance of sharing resources and services amongst the Parties, is willing to allow SLVUSD to utilize the Driver/Trainers for the purpose of providing the services described in this Agreement during times when the Driver/Trainers are not otherwise needed by Santa Cruz, under the terms and conditions set forth herein.

E. **NOW, THEREFORE**, in consideration of the promises and the mutual covenants and agreements set forth herein, the Parties agree as follows:

**AGREEMENT**

1. **Term.** The term of this Agreement shall be one (1) year, commencing on the Effective Date and ending on June 30, 2023, unless earlier terminated as provided in this Agreement (“Term”). For the initial period, this Agreement incorporates a later start day after the July 1, fiscal year start. This Agreement may be renewed for up to four (4) additional one (1) year terms (each a “Renewal Term”) upon mutual written agreement of the Parties. For purposes of this Agreement, “written agreement” shall include email sent from each Party to the other Parties.
2. **Services.** Driver/Trainers may provide SLVUSD with the services (“Services”) set forth in the *Driver/Trainer Duties* listed in **Exhibit A**, attached hereto and incorporated herein by this reference, subject to availability and at such times when Driver/Trainers are not needed by Santa Cruz. Other Services not listed in **Exhibit A** shall not be provided by Driver/Trainers without the prior written consent of Santa Cruz.
3. **Scheduling.**

- a. Training. All behind-the-wheel and other training for school bus drivers shall be scheduled in advance with Santa Cruz by contacting Transportation Supervisor (currently, Mr. Emil Frates) at (831) 429-3851. The Parties understand and agree that Santa Cruz may cancel or require trainings to be rescheduled if Driver/Trainers are needed during scheduled training times. Santa Cruz will make every effort to provide SLVUSD with advance notice of the need to cancel or reschedule trainings.
  
- b. Bus Routes.
  - i. SLVUSD shall contact Transportation Supervisor (currently, Mr. Emil Frates) at (831)-429-3851 in order to arrange for Driver/Trainers to cover bus routes as soon as they become aware of an unanticipated bus driver shortage or the need for students to be picked up and transported due to a bus or vehicle breakdown. Such assistance shall be provided on a short-term basis only and is subject to the availability of Driver/Trainers.
  - ii. Bus Drivers/Trainers providing coverage for bus routes or picking up students shall be provided with copies of current bus routes and schedules, and district and emergency contact information.
  - iii. Buses will be provided by SLVUSD. SLVUSD will be responsible for ensuring that school buses are fueled, clean and ready for use by Driver/Trainers. In the event that SLVUSD buses are not available, buses may be requested of and provided by Santa Cruz depending on availability.
  
4. Reimbursement. For Services provided under this Agreement, SLVUSD shall reimburse Santa Cruz at the hourly rate(s) set forth in the *Driver/Trainer Reimbursement Rate Schedule* attached hereto as **Exhibit B** and incorporated herein by reference. Such reimbursement shall be calculated as straight time and overtime and shall include a proportionate share of the costs of health and welfare benefits, retirement contributions, social security, disability insurance, unemployment insurance, and worker's compensation insurance. Mileage for Driver/Trainers travel to and from Service locations from the Santa Cruz transportation yard, shall be reimbursed to Santa Cruz at the current IRS rate.
  
5. Initial Review Period. Within three (3) months following the Effective Date, the Parties agree to meet and review the terms and conditions of this Agreement, including but not limited to the Services and scheduling provisions, and make amendments or other modifications thereto as mutually agreed and upon written consent of all of the Parties. Such meeting may be conducted in-person or by teleconference, video-conferencing, or as the Parties may agree.
  
6. Santa Cruz is Employer. At all times during the Term of this Agreement and any Renewal Terms hereof, Driver/Trainers shall be employees of Santa Cruz City Schools, which shall be solely responsible for their hiring, supervision, evaluation, and payment. All questions or concerns regarding Driver/Trainer Services shall be addressed to Transportation Supervisor (currently, Mr. Emil Frates) at (831)-429-3851.
  
7. Termination. Any Party may terminate this Agreement as to that Party with ninety (90) days' notice to the other Parties.

8. Indemnification. Each Party (the “Indemnifying Party”) shall defend, indemnify, and hold harmless each of the other Parties (each an “Indemnified Party”), its officers, agents, governing board, and members of its governing board, from and against any and all loss, damage, cause of action, claims or suits for damages caused by or arising out of, or in any way connected to the Indemnifying Party’s performance of this Agreement or the provision of Services by Driver/Trainers under this Agreement to the Indemnifying Party, except where the foregoing is the proximate result of the Indemnified Party’s negligence. 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 Agreement. This indemnification provision shall survive the expiration or termination of the Agreement.
9. Insurance. Without limiting the Parties’ indemnification obligations as set forth in this Agreement, each Party shall either self-insure or maintain in force during the term of this Agreement and any Renewal Terms thereof, 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.” Each of the other Parties shall be named as an additional insured on each Party’s insurance policies by endorsements. The policies shall provide that they are primary such that insurance maintained by the other Parties, if any, shall be excess and not co-primary.
10. 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 Santa Cruz City Schools:

Attn: Assistant Superintendent, Business Services  
Santa Cruz City Schools  
133 Mission Street, Suite 100  
Santa Cruz, CA 95060  
Email: jmonreal@sccs.net  
Fax: 831-429-3439

To San Lorenzo Valley Unified School District

Attn: Julie McCarthy, Assistant Superintendent, Business  
San Lorenzo Valley Unified School District  
325 Marion Avenue  
Ben Lomond, CA 95005  
Email: jmccarthy@slvUSD.org  
Phone: (831) 336-9672

11. Miscellaneous Provisions.

- a. Assignment. No Party to this Agreement shall assign or transfer any of its obligations, rights, or duties under this Agreement.
- b. Governing Law/Venue. This Agreement shall be governed by and interpreted under 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 Santa Cruz County, subject to any transfer of venue as required by law.

- c. Amendment. This Agreement may be modified or superseded only by written instrument executed by duly authorized representatives of each of the Parties.
- d. 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. Signatures transmitted by facsimile shall be deemed original signatures.
- e. Signature Authority. Each Party warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date indicated below.

**SANTA CRUZ CITY SCHOOLS**

**SAN LORENZO VALLEY UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Kris Munro  
Title: Superintendent

Name: Christopher Schiermeyer  
Title: Superintendent

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **Driver/Trainer Duties**

#### ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Plan, organize and schedule bus driver training programs.
- Assist in developing and maintaining school bus safety, accident prevention and investigation programs; assist in investigating accidents and completing necessary documentation.
- Attend meetings and in-service trainings; plan, organize and conduct Behind-the-Wheel Training for potential drivers and on-going training for school bus drivers as directed; assist in classroom driver training; monitor and report on school bus driver's knowledge and skills.
- Maintain required school bus driver knowledge and skills; meet the certificate requirements of a school bus driver and school bus School Bus Driver trainer as directed.
- Prepare and maintain accurate records; prepare routine logs, route sheets and reports as required.
- Drive a school bus or other transportation vehicle along a designated route, to field trips and special activities as assigned.
- Escort and assist students on and off vehicles and across streets when required or necessary; meet scheduled departure and arrival times as assigned; observe legal and defensive driving practices; ensure compliance with applicable traffic and student transportation laws, codes and regulations.
- Perform pre-trip and post-trip inspections to monitor fluid levels and vehicle condition; adjust tire pressure condition and mirrors; fuel, service and prepare vehicle for operation; ensure the safe operating condition of the vehicle; comply with mandated guidelines; clean assigned vehicles, both interior and exterior; ensure safety, appearance, and sanitation of vehicle; report mechanical malfunctions or other problems as required.
- Maintain order and discipline among passengers on the bus; report observations and incidents including discipline, inappropriate social behavior; communicate effectively with school staff and parents regarding student behavior as needed.
- Assess incidents, complaints, accidents and potential emergency situations including road hazards, medical emergencies, and accidents; resolve and recommend a resolution to the situation; determine appropriate action in emergency situations according to established guidelines; administer first aid/CPR to passengers as necessary.
- Assist students as needed in boarding, buckling, and loading, securing and unloading students in wheelchairs as assigned by the position. Administer first aid as necessary
- Attend meetings, classroom and behind the wheel training, safety meetings, in-services, administrative conferences; maintain required skills; meet the certificate requirements of a school bus driver.
- Utilize two-way radios for bus to bus and bus to base communications; notify appropriate personnel of delays or accidents as needed.
- Communicates with students, parents, staff and the general public in a courteous manner; respond to inquiries regarding assigned activities. Read and interpret maps to assure most efficient routing based on prevailing traffic patterns.
- Perform related duties as assigned

**EXHIBIT B**  
**Driver/Trainer Reimbursement Rate Schedule**

DRAFT

**EXHIBIT B**

**Driver/Trainer Reimbursement Schedule**

**Santa Cruz City Schools  
2022-2023 Classified Salary Schedule  
Effective July 1, 2022**

Range	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
16	Food Service Worker I Yard Duty Monitor **Childcare	16.07	17.22	17.67	18.39	19.32	20.27
17	Paraeducator	16.24	17.33	17.93	18.78	19.77	20.74
18	Food Service Worker II	16.65	17.67	18.39	19.32	20.27	21.27
19	Office Assistant Office Assistant-District Office Locker Room Monitor Project Assistant	17.08	17.94	18.81	19.78	20.75	21.80
20	Food Service Worker III	17.52	18.40	19.33	20.28	21.28	22.34
21		17.96	18.85	19.79	20.76	21.81	22.88
22	Night Custodian Program Support Assistant Textbook/Media Assistant	18.40	19.33	20.28	21.28	22.34	23.49
23	Delivery Driver-Food & Nutrition Services Groundskeeper I Health Office Assistant	18.86	19.80	20.77	21.82	22.90	24.02
24	Library/Media Assistant Program Assistant	19.34	20.29	21.29	22.35	23.50	24.65
25	Paraeducator-Academic Intervention Paraeducator-After School Programs Paraeducator-Special Education Playground Recess Coach	19.83	20.81	21.85	22.93	24.07	25.27
26	Campus Safety Supervisor Warehouse Worker-Food & Nutrition Services Warehouse Worker	20.30	21.30	22.38	23.51	24.66	25.90
27	Day Custodian Parent/Community Support Coordinator School Bus Driver ^^	20.81	21.85	22.93	24.07	25.27	26.54

**Santa Cruz City Schools**  
**2022-2023 Classified Salary Schedule**  
**Effective July 1, 2022**

Range	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
28	Attendance Technician Behavior Technician-PBIS Behavior Technician-SPED Groundskeeper II IB CAS Coordinator Purchasing Technician Registrar School Administrative Assistant II Speech Language Pathology Assistant	21.30	22.38	23.51	24.66	25.90	27.18
29	Career Development Specialist Computer Operator Maintenance Person	21.86	22.94	24.08	25.29	26.57	27.87
30	Accompanist Central Kitchen Coordinator Groundskeeper III Instructional Specialist-Band Instructional Specialist-Life Lab Nutrition Coordinator Nutrition Outreach Instruction Specialist School Administrative Assistant III Student Data Technician - Special Education Interpreter / Translator	22.39	23.52	24.68	25.91	27.21	28.59
31	Site Accounting Technician	22.96	24.09	25.32	26.58	27.89	29.30
32	Accounts Payable Technician Administrative Assistant Fleet Technician 1 / School Bus Driver Head Custodian Human Resources Technician Payroll Technician Theater Technician	23.53	24.69	25.92	27.18	28.60	30.00
33	Accounting Technician Program Account Technician-Food & Nutrition Services School Administrative Assistant IV	24.12	25.33	26.60	27.90	29.31	30.79



**Santa Cruz City Schools**  
**2022-2023 Classified Salary Schedule**  
**Effective July 1, 2022**

Range	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
34	Grounds/Irrigation Specialist Maintenance Specialist Program Coordinator- After School Programs Site Program Coordinator System Support Specialist	24.70	25.94	27.23	28.62	30.03	31.54
35	Fleet Technician 2 / School Bus Driver Instructor/Lead School Bus Driver	25.34	26.62	27.92	29.32	30.82	32.31
36	Buyer Human Resources Specialist-Personnel Commission Lead Custodian	25.95	27.24	28.63	30.04	31.55	33.11
37	Education Technology Specialist Grant Coordinator Lead Payroll Technician	26.62	27.92	29.32	30.82	32.31	33.96
38	Lead Accounting Technician	27.25	28.64	30.06	31.57	33.14	34.83
39	Project Coordinator	27.94	29.34	30.84	32.34	33.99	35.68
40	Student Data & Assessment Specialist	28.65	30.09	31.61	33.16	34.84	36.60
41		29.35	30.85	32.35	34.00	35.69	37.50
42	Associate Mental Health Specialist	30.10	31.62	33.19	34.85	36.61	38.43
43		30.87	32.38	34.02	35.71	37.52	39.38
44		31.64	33.20	34.86	36.62	38.44	40.34
45		32.40	34.05	35.74	37.56	39.40	41.37
46	Lead System Support Specialist	33.22	34.89	36.65	38.46	40.69	42.42
47		34.06	35.77	37.57	39.42	41.38	43.46
48		34.90	36.66	38.47	40.40	42.44	44.56
49	Lead Technology Specialist	35.78	37.58	39.44	41.40	43.47	45.64
50		36.67	38.49	40.41	42.44	44.56	46.79
51		37.61	39.46	41.42	43.49	45.68	47.94

**Santa Cruz City Schools**  
**2022-2023 Classified Salary Schedule**  
**Effective July 1, 2022**

Range	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
***	State-Mandated Test Proctor Extra Work Assignment Rate	40.00	40.00	40.00	40.00	40.00	40.00

\*\*Non-Unit Classification

2.5% Bilingual stipend for applicable positions

*Effective 7/1/2022 - 5% Salary Increase*

*AB 1200 Board Approved on August 17, 2022*

*Career Increment Plan*

Longevity Increments:

Beginning 7th year 3%

Beginning 11th year 3% = 6.09% (compounded)

Beginning 16th year 3% = 9.27% (compounded)

Beginning 21st year 3% = 12.55% (compounded)



Kris Munro, Superintendent

**AGREEMENT FOR  
SCHOOL BUS DRIVER/TRAINER SERVICES**

This Agreement for School Bus Driver/Trainer Services (“Agreement”) is entered into as of March 23, 2022 (“Effective Date”) by and between Santa Cruz City Schools (“Santa Cruz”), Live Oak School District (“Live Oak”), and Soquel Union Elementary School District (“Soquel”). Santa Cruz, Live Oak, and Soquel may each be referred to individually as “Party” and collectively as “Parties.”

**RECITALS**

A. **WHEREAS**, Santa Cruz employs school bus drivers qualified to operate school buses, transport students along designated routes, to field trips, and special activities; provide behind-the wheel training and other required training for school bus drivers; and perform other duties as assigned (“Driver/Trainers”); and

B. **WHEREAS**, Live Oak and Soquel desire to utilize Driver/Trainers at such times when the Driver/Trainers are not otherwise needed by Santa Cruz for the purposes of providing behind-the wheel and other required training school bus drivers, assisting with completion of bus routes on a short-term basis due to unanticipated school bus driver shortages, picking up and transporting students in the event of bus breakdowns, and providing other services as set forth in this Agreement; and

C. **WHEREAS**, Live Oak and Soquel are willing to reimburse Santa Cruz for the services provided by the Driver/Trainers as set forth in this Agreement; and

D. **WHEREAS**, Santa Cruz, in acknowledging the importance of sharing resources and services amongst the Parties, is willing to allow Live Oak and Soquel to utilize the Driver/Trainers for the purpose of providing the services described in this Agreement during times when the Driver/Trainers are not otherwise needed by Santa Cruz, under the terms and conditions set forth herein.

E. **NOW, THEREFORE**, in consideration of the promises and the mutual covenants and agreements set forth herein, the Parties agree as follows:

**AGREEMENT**

1. **Term**. The initial term of this Agreement shall commence on the Effective Date and end on June 30, 2023, unless earlier terminated as provided in this Agreement (“Initial Term”). For the Initial Term, this Agreement incorporates an earlier start date prior to the July 1, fiscal year start. This Agreement may be renewed for up to four (4) additional one (1) year terms (each a “Renewal Term”) upon mutual written agreement of the Parties. For purposes of this Agreement, “written agreement” shall include email sent from each Party to the other Parties.
2. **Services**. Driver/Trainers may provide Live Oak and Soquel with the services (“Services”) set forth in the *Driver/Trainer Duties* listed in **Exhibit A**, attached

hereto and incorporated herein by this reference, subject to availability and at such times when Driver/Trainers are not needed by Santa Cruz. Other Services not listed in **Exhibit A** shall not be provided by Driver/Trainers without the prior written consent of Santa Cruz.

3. Scheduling.

a. Training. All behind-the-wheel and other training for school bus drivers shall be scheduled in advance with Santa Cruz by contacting Transportation Supervisor (currently, Mr. Emil Frates) at (831) 429-3851. The Parties understand and agree that Santa Cruz may cancel or require trainings to be rescheduled if Driver/Trainers are needed during scheduled training times. Santa Cruz will make every effort to provide Live Oak and Soquel with advance notice of the need to cancel or reschedule trainings.

b. Bus Routes.

i. Live Oak and Soquel shall contact Transportation Supervisor (currently, Mr. Emil Frates) at (831) 429-3851 in order to arrange for Driver/Trainers to cover bus routes as soon as they become aware of an unanticipated bus driver shortage or the need for students to be picked up and transported due to a bus or vehicle breakdown. Such assistance shall be provided on a short-term basis only and is subject to the availability of Driver/Trainers.

ii. Bus Drivers/Trainers providing coverage for bus routes or picking up students shall be provided with copies of current bus routes and schedules, and district and emergency contact information.

iii. Depending on availability, buses may be provided by Santa Cruz. In the event that Live Oak or Soquel buses are utilized in providing Services, those Parties shall be responsible for ensuring that school buses are fueled, clean, and ready for use by Driver/Trainers.

4. Reimbursement. For Services provided under this Agreement, Live Oak and Soquel shall reimburse Santa Cruz at the hourly rate(s) for Classified Salary Range 35 set forth in the *Driver/Trainer Reimbursement Rate Schedule* attached hereto as **Exhibit B** and incorporated herein by reference. Such reimbursement shall be calculated as straight time and overtime and shall include a proportionate share of the costs of health and welfare benefits, retirement contributions, social security, disability insurance, unemployment insurance, and worker's compensation insurance. Mileage for Driver/Trainers travel to and from Service locations from the Santa Cruz transportation yard, shall be reimbursed to Santa Cruz at the current IRS rate.

5. Initial Review Period. Within three (3) months following the Effective Date, the Parties agree to meet and review the terms and conditions of this Agreement, including but not limited to the Services and scheduling provisions, and make amendments or other modifications thereto as mutually agreed and upon written

consent of all of the Parties. Such meeting may be conducted in-person or by teleconference, video-conferencing, or as the Parties may agree.

6. Santa Cruz is Employer. At all times during the Initial Term of this Agreement and any Renewal Terms hereof, Driver/Trainers shall be employees of Santa Cruz City Schools, which shall be solely responsible for their hiring, supervision, evaluation, and payment. All questions or concerns regarding Driver/Trainer Services shall be addressed to Transportation Supervisor (currently, Mr. Emil Frates) at (831) 429-3851.
7. Termination. Any Party may terminate this Agreement as to that Party with ninety (90) days' notice to the other Parties.
8. Indemnification. Each Party (the "Indemnifying Party") shall defend, indemnify, and hold harmless each of the other Parties (each an "Indemnified Party"), its officers, agents, governing board, and members of its governing board, from and against any and all loss, damage, cause of action, claims or suits for damages caused by or arising out of, or in any way connected to the Indemnifying Party's performance of this Agreement or the provision of Services by Driver/Trainers under this Agreement to the Indemnifying Party, except where the foregoing is the proximate result of the Indemnified Party's negligence. 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 Agreement. This indemnification provision shall survive the expiration or termination of the Agreement.
9. Insurance. Without limiting the Parties' indemnification obligations as set forth in this Agreement, each Party shall either self-insure or maintain in force during the term of this Agreement and any Renewal Terms thereof, 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." Each of the other Parties shall be named as an additional insured on each Party's insurance policies by endorsements. The policies shall provide that they are primary such that insurance maintained by the other Parties, if any, shall be excess and not co-primary.
10. 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 Santa Cruz City Schools:

Attn: Assistant Superintendent, Business Services  
Santa Cruz City Schools  
133 Mission Street, Suite 100

Santa Cruz, CA 95060  
Email: jmonreal@sccs.net  
Fax: 831-429-3439

To Live Oak School District  
Attn: Alison Warner, Chief Business Officer  
Live Oak School District  
984-1 Bostwick Lane  
Santa Cruz, CA 95062  
Email: awarner@losd.ca  
Phone: (831) 475-6333

To Soquel Union Elementary School District  
Attn: Michelle Kennedy, Assistant Superintendent, Business Services  
Soquel Union Elementary School District  
620 Monterey Avenue  
Capitola, CA 95010  
Email: mkennedy@suesd.org  
Phone: (831) 464-5632

11. Miscellaneous Provisions.

- a. Assignment. No Party to this Agreement shall assign or transfer any of its obligations, rights, or duties under this Agreement.
- b. Governing Law/Venue. This Agreement shall be governed by and interpreted under 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 Santa Cruz County, subject to any transfer of venue as required by law.
- c. Amendment. This Agreement may be modified or superseded only by written instrument executed by duly authorized representatives of each of the Parties.
- d. 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. Signatures transmitted by facsimile shall be deemed original signatures.
- e. Signature Authority. Each Party warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date indicated below.

**SANTA CRUZ CITY SCHOOLS**

By: Kris Munro

Name: Kris Munro

Title: Superintendent

Date: 3/24/22

**LIVE OAK SCHOOL DISTRICT**

By: Daisy Morales

Name: Daisy Morales

Title: Superintendent

Date: 4/1/22

**SOQUEL UNION ELEMENTARY SCHOOL DISTRICT**

By: Scott Turnbull

Name: Scott Turnbull

Title: Superintendent

Date: 3/30/22

**EXHIBIT A**  
**Driver/Trainer Duties**

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Plan, organize and schedule bus driver training programs.
- Assist in developing and maintaining school bus safety, accident prevention and investigation programs; assist in investigating accidents and completing necessary documentation.
- Attend meetings and in-service trainings; plan, organize and conduct Behind-the-Wheel Training for potential drivers and on-going training for school bus drivers as directed; assist in classroom driver training; monitor and report on school bus drivers' knowledge and skills.
- Maintain required school bus driver knowledge and skills; meet the certificate requirements of a school bus driver and school bus School Bus Driver trainer as directed.
- Prepare and maintain accurate records; prepare routine logs, route sheets and reports as required.
- Drive a school bus or other transportation vehicle along a designated route, to field trips and special activities as assigned.
- Escort and assist students on and off vehicles and across streets when required or necessary; meet scheduled departure and arrival times as assigned; observe legal and defensive driving practices; ensure compliance with applicable traffic and student transportation laws, codes and regulations.
- Perform pre-trip and post-trip inspections to monitor fluid levels and vehicle condition; adjust tire pressure condition and mirrors; fuel, service and prepare vehicle for operation; ensure the safe operating condition of the vehicle; comply with mandated guidelines; clean assigned vehicles, both interior and exterior; ensure safety, appearance, and sanitation of vehicle; report mechanical malfunctions or other problems as required.
- Maintain order and discipline among passengers on the bus; report observations and incidents including discipline, inappropriate social behavior; communicate effectively with school staff and parents regarding student behavior as needed.
- Assess incidents, complaints, accidents and potential emergency situations including road hazards, medical emergencies, and accidents; resolve and recommend a resolution to the situation; determine appropriate action in emergency situations according to established guidelines; administer first aid/CPR to passengers as necessary.
- Assist students as needed in boarding, buckling, and loading, securing and unloading students in wheelchairs as assigned by the position.
- Administer first aid as necessary.



- Attend meetings, classroom and behind the wheel training, safety meetings, in-services, administrative conferences; maintain required skills; meet the certificate requirements of a school bus driver.
- Utilize two-way radios for bus to bus and bus to base communications; notify appropriate personnel of delays or accidents as needed.
- Communicates with students, parents, staff and the general public in a courteous manner; respond to inquiries regarding assigned activities.
- Read and interpret maps to assure most efficient routing based on prevailing traffic patterns.
- Perform related duties as assigned.

**EXHIBIT B**  
**Driver/Trainer Reimbursement Rate Schedule**

**Santa Cruz City Schools**  
**2021-2022 Classified Salary Schedule**  
**Effective July 1, 2021**

Range	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
34	Grounds/Irrigation Specialist Maintenance Specialist Program Coordinator- After School Programs Site Program Coordinator System Support Specialist	23.52	24.70	25.93	27.26	28.60	30.04
35	Fleet Technician 2 / School Bus Driver Instructor/Lead School Bus Driver	24.13	25.35	26.59	27.92	29.35	30.77
36	Buyer Human Resources Specialist-Personnel Commission Lead Custodian	24.71	25.94	27.27	28.61	30.05	31.53
37	Education Technology Specialist Grant Coordinator Lead Payroll Technician	25.35	26.59	27.92	29.35	30.77	32.34
38	Lead Accounting Technician	25.95	27.28	28.63	30.07	31.56	33.17
39	Project Coordinator	26.61	27.94	29.37	30.80	32.37	33.98
40	Student Data & Assessment Specialist	27.29	28.66	30.10	31.58	33.18	34.86
41		27.95	29.38	30.81	32.38	33.99	35.71
42	Associate Mental Health Specialist	28.67	30.11	31.61	33.19	34.87	36.60
43		29.40	30.84	32.40	34.01	35.73	37.50
44		30.13	31.62	33.20	34.88	36.61	38.42
45		30.86	32.43	34.04	35.77	37.52	39.40
46	Lead System Support Specialist	31.64	33.23	34.90	36.63	38.47	40.40
47		32.44	34.07	35.78	37.54	39.41	41.39
48		33.24	34.91	36.64	38.48	40.42	42.44
49	Lead Technology Specialist	34.08	35.79	37.56	39.43	41.40	43.47
50		34.92	36.66	38.49	40.42	42.44	44.56
51		35.82	37.58	39.45	41.42	43.50	45.66

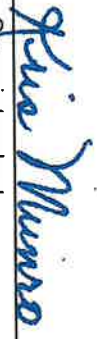
**Santa Cruz County Schools**  
**2021-2022 Classified Salary Schedule**  
**Effective July 1, 2021**

Range	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
***	State-Mandated Test Proctor Extra Work Assignment Rate	36.00	36.00	36.00	36.00	36.00	36.00

\*\*Non-Unit Classification  
 2.5% Bilingual stipend for applicable positions

Effective 7/1/2021 - 2.50% Salary Increase  
 AB 1200 Board Approved June 2, 2021  
 Effective 7/1/2021 - 2.75% Salary Increase  
 AB 1200 Board Approved February 9, 2022

Career Increment Plan  
 Longevity Increments:  
 Beginning 7th year 3%  
 Beginning 11th year 3% = 6.09% (compounded)  
 Beginning 16th year 3% = 9.27% (compounded)  
 Beginning 21st year 3% = 12.55% (compounded)

  
 Kris Munro, Superintendent

## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** Membership Renewal of Super Co-Op

**MEETING DATE:** November 16, 2022

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

**THROUGH:** Kris Munro, Superintendent

**RECOMMENDATION:**

Approve the 2023-24 Super Co-Op Joint Powers Authority renewal of service for the Food Services Department.

**BACKGROUND:**

The Super Co-Op Joint Powers Authority is a cooperative that includes 156 California School Districts. The Cooperative works with the United State Department of Agriculture (USDA) for donated commodity foods for SCCS Food Services programs.

The lead district and the executive board are responsible for the management, ordering, receiving, storing, and distribution of District USDA commodity Foods on the behalf of the Co-Op participates.

We have been a member of the Super Co-Op since 2007 and currently hold a seat on the Executive Board for California State Region 2 Representatives.

**FISCAL IMPACT:**

None

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

- Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.
- Goal #5: SCCS will maintain a balanced budget and efficient and effective management.
- Goal #6: SCCS will maintain strong communication and partnership with its diverse community.

*Prepared by Amy Hedrick-Farr, Director, Food & Nutrition Services*

**SY2023-24 Annual Renewal of Services  
Super Co-Op Joint Powers Authority**



**Participant District:**  Santa Cruz City Schools

Please check (✓) your response:

X	We plan to CONTINUE membership with Super Co-Op JPA for SY2023-24.
	We do NOT plan to continue membership with Super Co-Op JPA for SY2023-24. What alternate USDA Foods delivery method do you plan to use? _____

**San Mateo-Foster City School District** is the Lead District of the Super Co-Op Joint Powers Authority and hereby given authority to contract for USDA Foods and related services on behalf of Member Districts and Participant Districts.

The parties agree as follows:

- Both parties must remain eligible Recipient Agencies for receipt of United States Department of Agriculture (USDA) donated commodity foods (USDA Foods) as determined by the California Department of Education (CDE), Nutrition Services Division.
- Through this written agreement, the Lead District is assigned control of the Participant District’s fair share of USDA Foods entitlement for SY2023-24. The Lead District is responsible for ordering, receiving, storing, and distribution of Direct Delivery USDA Foods on behalf of Participant.
- Lead District is responsible to maintain an inventory management system for all USDA Foods Direct Delivery items received and stored on behalf of Participant. Participant is responsible to maintain an inventory management system for all USDA Foods Direct Delivery or processed items after delivery to Participant District.
- Both parties are responsible for compliance with USDA and the CDE, Nutrition Services Division policies and regulations.
- SY2023-24 Fees:  
 Membership Fees are paid by Participant District directly to the Lead District, billed in July 2023.  
 Annual Renewal Fee beginning the 2nd year of membership shall be 0.3% of the current year USDA Foods estimated entitlement on July 1.  
 State Administrative Fee of \$0.90 per case/unit of USDA Foods direct delivery (brown box) and diverted to processors.  
 Delivery fees as per member district selected distributors.  
 All fees are subject to change, as approved by the Super Co-Op JPA Board of Directors.  
 Participant District agrees to remit all Super Co-Op JPA fees promptly upon receipt of invoice.

6. Participant District agrees to abide by the current Super Co-Op JPA Governing Rules, bylaws, conflict of interest cost and code of conduct, Brown Box Storage Policy, and other rules or policies as approved by the Board of Directors.
7. Should a loss of USDA Foods being held for the Participant District occur, due to/ but not limited to theft, spoilage, etc., the Lead District is responsible to the CDE, Nutrition Services Division and/or the USDA for the Fair Market Value of that food item(s). Both the Participant District and Lead District shall be responsible to maintain insurance coverage or contract provisions for insurance coverage with third party vendors that move or house USDA Foods at the fair market value.
8. Participant District shall respond to pre-planners and offerings promptly.
9. Participant District shall read all correspondence from the Super Co-Op JPA and respond promptly as indicated.
10. Participant District shall maintain accurate contact information with the Super Co-Op JPA to assure proper routing of invoices and correspondence.
11. Participant District agrees to complete the annual Food Distribution Program Annual Commodity Contract Packet in CNIPs when notified by the California Department of Education, typically in June of each year.
12. Participant District agrees to verify Value Pass Through (VPT) for all processed USDA Foods purchased and monitor entitlement balance ensuring that processed product is reported correctly by distributors or processors. Discrepancies shall be addressed promptly with USDA Foods distributor and/or processor.
13. In the event of a change in Lead District, this Agreement shall convey to the new Lead District.
14. Termination of the Assignment of USDA Foods shall be made in writing to the Lead District no later than December 10 to take effect the following June 30.
15. Provide current contact information for three (3) individuals at your district/agency:

Nutrition Services Director	
Name	Amy Hedrick-Farr
Title	Director
Telephone	831-429-3850
Email	amyhedrickfarr@sccs.net

Accounts Payable Contact	
Name	Deedee Brewer
Title	Accounts Specialist
Telephone	831-429-3850
Email	dbrewer@sccs.net

Additional Contact for USDA Foods management	
Name	Manuel Martinez
Title	Warehouse
Telephone	831-429-3689
Email	mmartinez@sccs.net

16. Each individual executing this Annual Renewal of Services on behalf of Participant District represents, for the benefit of Lead District, that he or she is duly authorized to execute and deliver this Annual Renewal of Services on behalf of Participant District.
17. Lead District and Participant District acknowledge that this Annual Renewal of Services is subject to approval by the Participant District's Board and this Annual Renewal of Services shall not be effective until after the Participant District's Board approves this Annual Renewal of Services.

By signing this, I certify that I am an authorized representative of the Participant District and agree to adhere to the terms specified herein.

My execution of this Annual Renewal of Services was approved by the Participant District's Board of Education at a duly called and noticed Regular Board Meeting on November 16, 2022.

Participant District	Santa Cruz City Schools
Signature	
Print Name	Jim Monreal,
Title	Asst. Superintendent Business Services
Date	

Lead District	San Mateo-Foster City School District
Signature	
Print Name	Fran Debost
Title	Director Child Nutrition Services
Date	

**Return signed copy by December 1, 2022** to Leylany Marquez at [Imarquez@smfc.k12.ca.us](mailto:Imarquez@smfc.k12.ca.us). A signed copy will be returned to you.

Fran Debost  
 fdebost@smfc.k12.ca.us  
 San Mateo-Foster City School District  
 1170 Chess Drive, Foster City, CA 94404  
 Phone (650) 312-7201



## SANTA CRUZ CITY SCHOOL DISTRICT

**AGENDA ITEM:** ThoughtExchange Membership Renewal

**MEETING DATE:** November 16, 2022

**FROM:** Kris Munro, Superintendent

### **RECOMMENDATION:**

Approve the quote from ThoughtExchange to renew the district membership.

### **BACKGROUND:**

ThoughtExchange allows leaders to engage with participants in structured online interactions, called exchanges. ThoughtExchange partners with hundreds of districts throughout North America to help them have more meaningful conversations with their communities about a range of important topics. It has helped many districts quickly learn what matters to their communities, build trust, and create better strategic plans.

Throughout the pandemic the district has used ThoughtExchange to start meaningful online conversations with stakeholders to learn about priorities and values. The platform has also allowed the District to gather feedback and input from staff and students in real time during in-person and virtual meetings. The district will continue to use ThoughtExchange as a communication tool to gather feedback from all stakeholders.

### **FISCAL IMPACT:**

\$25,200.00 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 #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

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

## Service Order

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Fulcrum Management Solutions Inc.  
Suite E, 1990 Columbia Avenue  
PO Box 2260  
Rossland, BC, Canada. V0G 1Y0

Sales Rep: Ashley Gorman  
Phone: 4034790715  
Email: ashley.gorman@thoughtexchange.com

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### Company Information

**Bill To:** Santa Cruz City Schools  
Address: 405 Old San Jose Road, Soquel, California United States  
Postal/Zip Code: 95073

Billing Contact Name: Alyssa Martinez  
Billing Contact Email: alyssamartinez@sccs.net  
Billing Contact Phone: 8314293410

**Ship To (if different than Bill To):**

Address:  
Postal/Zip Code:

Shipping Contact Name:  
Shipping Contact Email:  
Shipping Contact Phone:

---

### Order Details

Subscription Start Date: November 1, 2022  
Subscription End Date: October 31, 2023

Billing Frequency: All Up-Front  
Payment Terms: Net 15 Days  
Currency: USD

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### Pricing

ThoughtExchange Services	Quantity	Amount
Small Room (Up to 5 Leaders)	1.00	\$25,200.00
	<b>Subscription Total</b>	<b>\$25,200.00</b>

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Product Description can be found in Attachment 1

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### Standard Terms and Conditions

The services described in this order is governed by the attached Subscription Agreement.

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### Order Special Terms

Notwithstanding anything to the contrary in the Subscription Agreement (including Section 5.1), your subscription shall terminate on the subscription end date indicated on this Order Form and shall not automatically renew.

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**Purchase Order Information**

Is a Purchase Order (PO) required?

Please email PO to [accounts.receivable@thoughtexchange.com](mailto:accounts.receivable@thoughtexchange.com)

Purchasing Contact Name:

Purchasing Contact Email:

Is the licensee exempt from sales and use tax?

If yes, please send a tax exempt form to [accounts@thoughtexchange.com](mailto:accounts@thoughtexchange.com)

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**Acceptance**

Please indicate your acceptance of this agreement (including the attachments) by signing below and returning this Service Order to us. By signing you represent that you are authorized to agree to this agreement on behalf of the undersigned organization.

**Santa Cruz City Schools****Fulcrum Management Solutions Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name Above\_\_\_\_\_  
Print Name Above\_\_\_\_\_  
Title\_\_\_\_\_  
Title\_\_\_\_\_  
Date\_\_\_\_\_  
Date

## ThoughtExchange® Services – Attachment 1

### ThoughtExchange

ThoughtExchange is a hosted Software-as-a-Service platform. ThoughtExchange allows Exchange Leaders to engage with Participants in structured online interactions. We call each of these interactions an Exchange. Each Exchange is created by an “Exchange Leader” designated by you, our customer. A “Participant” is any other person who participates in the Exchange.

Exchange Leaders and Participants can access ThoughtExchange via most popular web browsers on standard desktop and mobile platforms (see <https://get.thoughtexchange.help/hc/en-us/articles/226950227-Supported-browsers-and-devices> for a list of supported platforms).

### Room Subscription

ThoughtExchange Rooms are virtual environments allowing Exchange Leaders to launch Exchanges to engage participants in meaningful conversations about decisions impacting them.

You have purchased one or more Room Subscriptions. A Room allows the number of Exchange Leaders (specified on the cover page) to create unlimited Exchanges, any of which can be active at the same time. Rooms are collaborative environments. Exchange Leaders who have access to a given Room are able to access and work with all Exchanges created in the Room.

### Core Features and Services

**Exchange Leaders:** Each holder of an Exchange Leader account can create their own Exchanges and have access to special ThoughtExchange features.

**Unlimited Participants per Exchange:** Exchanges have no limit on the number of participants, although Exchanges including more than a few thousand participants we recommend contacting our customer support team.

**Unlimited Exchanges:** An Exchange Leader can create an unlimited number of Exchanges.

**Unlimited Report Creation:** Create an unlimited number of printable, downloadable, or web-based reports.

**Multilingual:** The ThoughtExchange user interface runs natively in either English, French, or Spanish. Exchanges can be created where Participants can participate in the same Exchange in any language that Google Translate supports.

**Analytics and Data Visualization:** You have access to analytics and data visualization that is automatically generated by the software. This includes our presentation mode functions and AI-generated theming technology.

**Phone, Chat, and Email Support:** These are available to you during regular working hours.

**Access to Customer Success:** Ensures your Exchange Leaders get the training, support, and access to resources in order to run successful Exchanges.

**Access to Events and Resources:** Engage with your peers, learn from industry leaders, and identify new ideas to better engage with your community and organization.

**Administrative Controls:** Increased security controls to provide maximum protection. Adjust Room names, registration requirements, set domain restrictions, and add/remove Exchange Leaders.

**Machine Moderation:** Access to our machine moderation technology which can review thoughts that appear toxic, or that name people explicitly, before they are shared in the Exchange. This allows Exchange Leaders additional security and an opportunity to keep the Exchange a safe space.

**Survey Questions:** Up to 10 survey-style (multiple choice) questions, allowing for additional filtering of your Exchange data for deeper analysis.

**Custom Logo:** Add your logo on your exchanges and Summary Reports.

**Participant Grouping:** Create custom participant groups within a single exchange to keep participant thoughts and ratings contained and be able to compare trends between groups.

## ThoughtExchange® Subscription Agreement

### 1. PARTIES

1.1 Parties. This Agreement is between you, the legal person identified in one or more signed and dated Service Orders (as defined below) and the ThoughtExchange entity identified in such Service Order(s) (“we” or “us”).

### 2. AGREEMENT

2.1 Component documents. The Agreement between you and us is comprised of this Subscription Agreement document, one or more Service Orders described in Section 2.2, the Terms of Use identified in Section 2.3, and the online documents listed in Section 2.4.

2.2 Service Orders. You become a party to and bound by this Agreement by signing a Service Order. The Service Order sets forth the Scope Limitations (as defined below in Section 3.5), fees, effective date, term and other details of your subscription for the ThoughtExchange platform and related software and online services. In addition to any Scope Limitations described directly in the Service Order, the Scope Limitations may be further described by one or more referenced online descriptions or written proposals, each of which are incorporated into the Service Order. To the extent there is conflict between a term set forth in this document, an online description or a written proposal and a term set forth in one or more Service Orders, the terms of the applicable Service Order shall prevail.

2.3 Terms of Use. While this Agreement sets forth the terms under which we provide the Subscription Services (as defined below) to you, our customer, the use of the ThoughtExchange platform by individuals to whom you provide access to lead or participate in an Exchange is governed by our Participant and Leader Terms of Use (the “Terms of Use”). The Terms of Use provide protections for Participants, prevents abuse of the platform by Participants and Exchange Leaders and limits our liability and yours to Participants and Exchange Leaders.

We intend for this Agreement, and not the Terms of Use, to govern the relationship between us. Accordingly, if there is conflict between a term set forth in this Agreement and a term set forth in the Terms of Use:

- a. the term contained in this Agreement takes precedence as between us, and
- b. the term set forth in the Terms of Use takes precedence for Exchange Leaders and Participants.

Our current form of Terms of Use can be found at <https://www.thoughtexchange.com/participant-leader-terms-of-use/>. We may change our Terms of Use from time to time, and we will notify you as early as is commercially reasonable of any upcoming change. No such change will have the effect of changing this Agreement.

2.4 Other documents incorporated by reference. Also incorporated by reference into the Agreement between you and us are the following:

- a. [Privacy Statement](#)

The above documents, as incorporated into our Agreement, are legally binding and should be carefully reviewed. We may change these from time to time, and we will notify you as early as is commercially reasonable of any upcoming change. No such change will have the effect of changing this Agreement. To the extent there is conflict between a term set forth in this document and a term set forth in one of the documents listed above, the terms of this document shall prevail.

### 3. SERVICES

3.1 Access is online only. We market and sell subscriptions to various online services offered as part of the cloud-based platform called ThoughtExchange (collectively, the “Subscription Services”). **You acknowledge that access to the Subscription Services is through a remote internet browser, and your access to the Subscription Services does not include the transfer of or license to any of our software or other intellectual property.**

3.2 Exchanges are limited to internal use. The Subscription Services allow users to engage with others in scaled, structured online discussions called “Exchanges.” Unless you have entered into a separate Sales Partner Agreement or as otherwise agreed in writing, you may create and launch Exchanges solely for internal business purposes. You may not launch and run Exchanges on behalf of entities who are not party to this Agreement, including clients, members, or other entities, even if closely associated with your business or organization.

3.3 Leaders and other roles. Each Exchange is created by an “Exchange Leader”. A “Participant” is any other person who participates in the Exchange. In addition, the Subscription Services may include administrative and other roles for managing Exchange Leaders and Exchanges. The number of individual permitted Exchange Leaders and the number of individuals permitted to perform other roles are specified in each Service Order. You can change the individuals having access at any time during your subscription.

3.4 Authorized users. Other than for Exchange participation, access to and use of the Subscription Services is limited to “Authorized Users.” An Authorized User is an individual (a) who is your employee or consultant; and (b) who is identified for purposes of access by a unique email address issued by you. We will provide each Authorized User a unique login based on that email address. You are responsible for ensuring that each of your Authorized Users complies with this Agreement.

3.5 Scope limitations. Your rights to use the Subscription Services are subject to any scope and usage limitations set forth in the applicable Service Order, which may include, without limitation, limits on the number of users, use solely by an internal department, team or other division within your organization, or administrative, management or other service features (collectively, the “Scope Limitations”). You agree to use the Subscription Services within the Scope Limitations.

#### **4. RELATED INTELLECTUAL PROPERTY AND RESERVATION OF RIGHTS**

4.1 Installable Software. From time to time we may offer installable software components such user interface plug-ins or data exchange programmatic interfaces (“Installable Software”). Should we give you access to Installable Software in connection with the Subscription Services (and not under a separate license agreement), then as to such we grant to you a limited, worldwide, non-exclusive, non-transferable right during the term of the applicable Service Order to install the Installed Software on your computer network, systems or other devices for use solely to facilitate your authorized use of the Subscription Services. Your rights to use the Installable Software are subject to any Scope Limitations set forth in the applicable Service Order. Except as may be expressly permitted by applicable law, you will not: (a) sell, rent, lease, license, sublicense or distribute the Installable Software; or (b) copy, reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Installable Software.

4.2 Rights reserved. Subject to the limited access granted under this Agreement, we reserve all intellectual property rights, including rights in the ThoughtExchange platform and brand, the Subscription Services and the Installable Software, including all patent, copyright, trade secret, trademark and other proprietary rights.

4.3 Feedback. You, your Exchange Leaders and other authorized users, and your Participants may, on an entirely voluntary basis, submit feedback, user community contributions and comments, technical support information, suggestions, enhancement requests, recommendations, and messages relating to the operations, functionality, or features of the Subscription Services or other products or services (collectively, “Feedback”). You grant us a royalty-free, fully paid, non-exclusive, perpetual, irrevocable, worldwide, transferable license to display, use, incorporate into the Subscription Services, copy, modify, publish, perform, translate, create derivative works from, sublicense, distribute, and otherwise exploit Feedback without restriction.

#### **5. SUBSCRIPTION PERIOD**

5.1 Term and renewal. The initial term of your subscription to the Subscription Services will be as agreed in your Service Order. At the end of the initial term, your subscription will automatically renew for additional twelve (12) month periods unless you notify us in writing at least sixty (60) days prior to the end of the then-current term, that you do not wish to renew.

5.2 Cancellation or downgrade. You may cancel or downgrade your subscription at any time by providing us with written notice. If you cancel (or downgrade) your subscription, you must continue to pay for the rest of your current subscription term and you will not receive a refund of any subscription fees already paid.

5.3 Violation of agreement or law. We may terminate or suspend your access to the Subscription Services if you violate this Agreement or any law, including without limitation those identified in Section 11 below. If we terminate your access because you violated this Agreement or law, you will not receive a refund.

5.4 Discontinued services. We may also terminate your subscription if we discontinue the Subscription Services. We will do our best to notify you in advance of any suspension or termination; however, there may be some cases where we need to suspend access immediately to comply with law or prevent harm to others. If we terminate your access to the Subscription Services other than for reasons specified above in Section 5.3, we will refund you for any Subscription Services not received.

5.5 No access following termination. Cancellation, termination or failure to renew your subscription will result in suspension of your access to the Subscription Services at the time of cancellation or termination or at the end of your paid term, as applicable.

## 6. FEES AND PAYMENT

6.1 **Fees.** The fees for your Subscription Services (together with all applicable taxes, duties and levies or similar assessments) are payable in advance, either annually or in accordance with any different billing frequency stated in the applicable Service Order.

6.2 **Renewals.** All renewal terms are subject to a five percent (5%) price increase above the pricing that applied to the prior subscription term. Unless we agree otherwise in the applicable Service Order, the renewal of any promotional priced subscriptions will be at our standard price in effect at the time of renewal.

6.3 **Non-refundable and non-divisible commitment.** Fees are non-refundable and based on Subscription Services purchased, not actual usage. The initial term specified in a Service Order is a non-divisible, continuous commitment, regardless of the invoice schedule, and pricing is based on purchase of the Subscription Services in in the specified quantity and configuration for the entire initial term (or applicable renewal term).

6.4 **Invoices and purchase orders.** Unless we agree otherwise in the applicable Service Order, we will invoice you for your subscription fees at the beginning of each annual term. All invoiced fees are due net 30 days from the invoice date. If you issue us a purchase order for your subscription to the Subscription Services, the purchase order must be for the full amount of the subscription fees shown on your Service Order. You agree that any purchase order is for your internal convenience only, and any purported contractual terms will have no force or affect with respect to this Agreement.

6.5 **Taxes.** The fees stated in a Service Order do not include local, state, federal, or foreign taxes or other governmental charges resulting from this Agreement or any Service Order. You are responsible for paying all such taxes, excluding taxes on our net income or property.

## 7. CONTENT AND SECURITY

7.1 **Content.** As between us, you own and shall retain all right, title and interest in and to all information collected, entered, created or otherwise provided by you, your Exchange Leaders or your Participants in the course of using the Subscription Services ("Content"). We will obtain and process your Content solely to perform our obligations under this Agreement. Content shall constitute your Confidential Information under Section 8 of this Agreement. You are responsible for the accuracy, quality, content, availability, appropriateness, and legality of Content, including how Content is acquired and shared by you, your Exchange Leaders and your Participants outside of the Subscription Services. You are responsible for the proper disclosure to and receipt of all required consents from each individual to transfer any personal information to us and to allow us to use, disclose and otherwise process such information for the purpose of providing the Subscription Services.

7.2 **Prohibited Content.** You will not, and you will ensure that your Exchange Leaders and Participants do not, upload any Prohibited Content to, or otherwise provide any Prohibited Content for processing by, the Subscription Services. You acknowledge and agree that, notwithstanding anything to the contrary, we will have no liability with respect to Prohibited Content. "Prohibited Content" means an individual's (a) financial account or payment card information; (b) patient, medical or other protected health information; (c) social security, national identity, or similar personal identifiers; (d) "special categories of personal data" as defined under the General Data Protection Regulation, Regulation (EU) 2016/679 (GDPR); (e) any other sensitive personal data as such term (or a similar term) is defined under applicable privacy or data protection laws; and (f) any data that you do not have the legal right to transfer to us.

7.3 **Aggregated and Anonymous Data.** Notwithstanding Section 7.1, you acknowledge that we may collect aggregated and anonymous data from the Subscription Services to improve our products and services, and to track certain aspects of our services, including without limitation, availability capacity, performance, and response times. We will ensure that none of the information we gather identifies, or could be used to identify you, your Exchange Leaders or your Participants.

7.4 **Security.** We implement and maintain reasonable administrative, physical, and technical safeguards intended to protect against the unauthorized access, use, disclosure, alteration, or destruction of your Content. However, since the Internet is not a 100% secure environment, we cannot ensure or warrant the security of any information that you transmit to us. There is no guarantee that information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. To learn more, please visit <https://thoughtexchange.com/security/>.

7.5 **Data Processing Agreement.** If your use of the Subscription Services involves processing personal data pursuant to the GDPR and/or transferring personal data outside the European Economic Area or Switzerland to any country not deemed by the European Commission as providing an adequate level of protection for personal data, the terms of the [Data Processing Addendum](#) shall apply to such personal data and be incorporated into this Agreement by reference.

## 8. CONFIDENTIALITY



8.1 Obligation of Confidence. During the performance of this Agreement, each party may receive Confidential Information from the other. Each party will treat Confidential Information as confidential and protect it from disclosure as it would its own information of a similar nature. Neither party will disclose confidential information other than to those of its employees or agents who need to know such information for performance of each party's rights and obligations under this Agreement. Neither party will use Confidential Information for any purpose beyond the performance of its rights and obligations under this Agreement without the prior written consent of the other party. All Confidential Information shall remain the property of the disclosing party, and each party will return or destroy any tangible materials containing such Confidential Information upon request of the other party.

8.2 Identification of Confidential Information. The parties hereby agree that, for purposes of this Agreement, "Confidential Information" shall mean all information marked as confidential or proprietary, or received under circumstances reasonably interpreted as imposing an obligation of confidentiality. It includes, but is not limited to, trade secrets and business matters as research and development, the identity and profiles of customers and suppliers, and sales and marketing plans and information. Confidential Information does not lose its status as Confidential Information merely because it was known by a limited number of persons or entities or because it was not entirely originated by either party.

8.3 Exclusions. The obligations of confidentiality and protection imposed by this paragraph shall not apply, or shall cease to apply, to any information that: (1) was lawfully known by either party prior to its receipt hereunder; (2) is or becomes publicly available without breach of this Agreement; (3) is lawfully received by either party from a third party who does not have an obligation of confidentiality to either party; or (4) is developed independently by employees of either party without reference to or use of Confidential Information.

8.4 Disclosure in Accordance with Law. A party may disclose Confidential Information to the extent required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that such party, to the extent legally permissible, furnishes prior written notice of such disclosure and reasonably cooperates with the other party, in any effort to seek a protective order or other protection of the Confidential Information.

8.5 Agreement Confidential. Except as otherwise required by law, all terms of this Agreement are confidential between us, and, with the exception of our respective advisors and other agents having an obligation of confidentiality, are not to be discussed with anyone outside of our respective organizations.

## 9. WARRANTY AND LIMITATION OF LIABILITY

9.1 Limited Warranty. Because the technologies underlying Subscription Services such as ThoughtExchange are inherently complex, we cannot warrant that the Subscription Services will be entirely error-free or will operate without interruption. We warrant that the Subscription Services will not infringe the intellectual property rights of any third party and that during your Subscription Period the Subscription Services will be free from significant defects. Our sole responsibilities in the event of an error or defect in the operation of the Subscription Services are:

- a. to use reasonable efforts to correct significant defects without charge; or
- b. to refund a portion of the subscription price, pro-rated from the time such defects are first brought to our attention, and terminate your subscription.

9.2 Advice. All advice provided by us is "as-is" and reflects our best judgment based on the information available to us at the time. You are solely responsible for the consequences of acting on our advice.

9.3 Limitation of Liability: Damages. EXCEPT FOR THE INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS OR A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS, IT IS UNDERSTOOD AND AGREED THAT EITHER PARTY'S LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE FEES PAID BY YOU FOR SERVICES PROVIDED OVER THE PRIOR TWELVE (12) MONTH PERIOD. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSSES OR DAMAGES. THE PRICE STATED FOR THE PRODUCTS IS A CONSIDERATION IN LIMITING OUR LIABILITY.

## 10. INDEMNIFICATION

10.1 Obligation to Indemnify. You and we each agree to defend, indemnify and hold the other harmless against and in respect of any loss, damages, obligation, penalty, deficiency or liability (including, without limitation, attorneys' fees) imposed upon,

incurred by or asserted against one of us that are finally determined to result from the other's material breach of any provision of this Agreement or its failure to meet its obligations to or perform any acts required under this Agreement, except to the extent such loss is caused by the acts or omissions of, or misrepresentations by, the non-breaching party, its employees or agents or third parties.

10.2 Defense and Settlement. If any demand, claim or suit is asserted or instituted with respect to which any party may be entitled to indemnification under this Agreement, then the party liable for indemnification shall notify the party entitled to indemnification of the full details to the extent then known. The party entitled to indemnification shall be entitled at its own expense to employ counsel to defend such demand, claim or suit or to participate in the defense of such asserted demand, claim or suit. Any proposed settlement of any such demand, claim or suit must be approved by both of us. We agree to cooperate in good faith in the defense or settlement of any such demand, claim or suit.

## 11. REGULATORY MATTERS

11.1 General Compliance with Laws. You agree to comply with all applicable federal, state and local laws, rules, regulations and executive orders as it pertains to this Agreement. You agree to obtain and maintain all permits, licenses, or certificates required by any regulatory body for resale or use of the Subscription Services.

11.2 U.S. Government Customers. Any Subscription Service or modification or derivative thereof and related documentation and technical information which we or you distribute or license to or on behalf of a U.S. Government, are Commercial Items, as that term is defined at 48 C.F.R. §2.101, consisting of Commercial Computer Software and Commercial Computer Software Documentation, as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to the U.S. Government (a) only as Commercial Items, (b) not as military or defense articles as defined in the International Traffic in Arms Regulations, 22 C.F.R Parts 120-130 or Export Administration Regulations, 15 C.F.R. Parts 700-799), and (c) with only those rights as are granted to all other customers of the sales partner program pursuant to this Agreement. Unpublished rights are reserved under the copyright laws of the United States.

11.3 Export Compliance. The Subscription Services and Installable Software may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any government denied-party list. You further represent that you are not located, and will not access or use, or permit any Authorized User to access or use, any of our technology in any U.S.-embargoed country or region (including but not limited to Cuba, Iran, North Korea, Sudan, Syria or Crimea), or access or use any of our technology in violation of any applicable U.S., local or foreign export laws or regulations.

11.4 Anti-Corruption. You represent that you have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If you learn of any violation of the above restriction, you must promptly notify our Legal Department at legal@thoughtexchange.com.

11.5 General Privacy Laws. You agree to comply with all applicable provincial, state and federal data privacy and security laws and regulations, including without limitation (as applicable) the GDPR, California Consumer Protection Act and the Personal Information Protection and Electronic Documents Act as they may relate to this Agreement. In addition, you agree to provide us with such assistance as we may reasonably require to fulfill our responsibilities under such privacy and security laws.

11.6 Privacy of Students and Minors. You agree to comply with all applicable provincial, state and federal data privacy and security laws and regulations governing students and other minors, including without limitation (as applicable) the Personal Information Protection and Electronic Documents Act, Federal Educational and Privacy Rights Act at 12 U.S.C. 1232g, Children's Online Privacy Protection Act, New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education and 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment (as they may relate to this Agreement. In addition, you agree to provide us with such assistance as we may reasonably require to meet our responsibilities under such privacy and security laws. If you are a U.S. School District or other regulated education institution, by entering into this Agreement, you represent, warrant and agree that:

- a. You have hired us to perform a service for which the district would otherwise use its own employees.
- b. You have previously provided us with an accurate copy of your most recent annual notification of Federal Educational and Privacy Rights Act (FERPA) at 12 U.S.C. 1232g rights.
- c. You are not hiring us to create Exchanges other than for the exclusive purpose of developing, evaluating or providing education products or services for students or schools.
- d. If you ask us to collect information governed by the Children's Online Privacy Protection Act (COPPA), that you are validly exercising consent on behalf of the parents of every student for which information is provided.

## 12. GENERAL

12.1 Publicity. We may use your name, trademarks, and service marks to the extent necessary to fulfill our obligations under this Agreement and any Service Order or as otherwise expressly authorized in this Agreement or a Service Order. With your prior written consent we may use your name and trademark as a reference for marketing and promotional purposes on our website and in other communications with our existing and prospective customers. If you subsequently do not want to be listed as reference for the Subscription Services, you may send an email to legal@thoughtexchange.com stating that you do not wish to be identified as a reference.

12.2 Insurance. Each party, at its sole cost and expense, will maintain during the term of this Agreement insurance in the type and amount required by law and consistent with standard industry practices based on its business and the scope of this Agreement. Upon written request of a party, the other party will provide a certificate of insurance evidencing its insurance coverage.

12.3 Entire Agreement. This Agreement constitutes the entire agreement between us and there are no covenants, representations, warranties or agreements other than those contained or specifically preserved under the terms of this Agreement. The rights and obligations under Sections 4 through 12 shall survive termination of this Agreement.

12.4 Relationship of the Parties. In providing Subscription Services to you, our relationship to you is that of an independent contractor. It is not the intent of either party to create a relation of employment, partnership, agency or joint venture. Except as specifically set forth in the applicable Service Order, we will bear all expenses incurred in connection with the Subscription Services.

12.5 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington if you are a U.S. resident and if you are a Canadian or other non-U.S. resident, in accordance with the law of the Province of British Columbia, without reference to any conflict-of-laws principles. If you are a U.S. resident, you irrevocably submit to the personal jurisdiction of the U.S. federal and state courts in King County, Washington for any action or proceeding arising out of, or based upon, this Agreement, and waive any objection to the laying of venue in such courts or that any such court constitutes an inconvenient forum. If you are a Canadian or other non-U.S. resident, you irrevocably submit to the personal jurisdiction of the courts of the Province of British Columbia for any action or proceeding arising out of, or based upon, this Agreement, and waive any objection to the laying of venue in such courts or that any such court constitutes an inconvenient forum. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, OR RELATING TO, THIS AGREEMENT.

12.6 Severability. In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the parties' original intentions and the remainder of the provisions shall remain in full force and effect.

12.7 Waiver and Modifications; Assignment. Either party's failure to insist upon or enforce strict performance of any provision of this Agreement does not mean that either party has waived any provision or right in this Agreement. Neither the course of conduct between you and us nor trade practice shall act to modify any provision of this Agreement. This Agreement may only be amended by written agreement between all parties. You may not assign or transfer this Agreement without our prior written consent. This Agreement inures to the benefit of and is binding on our respective successors and assigns.

**Santa Cruz City Schools**  
**Governance Study Session on Curriculum & Instruction:**  
**History Social Science, Ethnic Studies, & Science**  
 November 16, 2022 5:30 - 8:30 pm  
 In Person @ COE Board Room  
*Engaging Students Hearts and Minds – Every Student, Every Day*



5:15	<b>Taco Bar - Presenters, please come eat dinner with us before we get started!</b>
5:30	<b>Honoring our Retiring Trustees</b>
5:45	<b>Role of Public in Study Session and Public Comment on Study Session Topic</b>
5:50	<b>Introduction and Overview</b> Format for study session - timekeeping & transitions
6:00	<b>Elementary Social Studies</b> (15 minutes - 10 min presentation + 5 minutes of questions)
6:15	<b>Middle School Social Studies</b> (15 minutes - 10 min presentation + 5 minutes of questions)
6:30	<b>High School Social Studies</b> (15 minutes - 10 min presentation + 5 minutes of questions)
6:45	<b>Ethnic Studies - TK-12 Continuum</b> (15 minutes - 10 min presentation + 5 minutes of questions)
7:00	<b>Break</b>
7:10	<b>Elementary Science</b> (15 minutes - 10 min presentation + 5 minutes of questions)
7:25	<b>Middle School Science</b> (15 minutes - 10 min presentation + 5 minutes of questions)
7:40	<b>High School Science</b> (15 minutes - 10 min presentation + 5 minutes of questions)
7:55	<b>Whole Group Debrief (30 minutes)</b>