

**SANTA CRUZ CITY SCHOOLS DISTRICT
REGULAR MEETING FOR THE ELEMENTARY
AND SECONDARY DISTRICTS
WEDNESDAY, FEBRUARY 10, 2020
OPEN SESSION BEGINS AT 6:30 P.M.
ZOOM REMOTE BOARD MEETING**

POSTED

DATE:

TIME:

LOCATION:

EMPLOYEE:

COMMUNITY MEMBERS CAN PARTICIPATE REMOTELY VIA ZOOM:

[Click on this link to join meeting.](#) Meeting Password: SCCS

If a member of the community would like to submit public comment on a closed session item in lieu of speaking on zoom, please email the Board Clerk at boardclerk@sccs.net by 12:00 p.m. on February 10, 2020.

AGENDA

Item		Purpose / Support
Agenda (Estimated Time)		
1.	Convene Closed Session	5:00 p.m.
1.1.	Roll Call	
1.2.	Public Comments prior to Closed Session	<i>Members of the public may comment on items that ARE listed on the Closed Session Agenda.</i> <i>If you have a comment regarding an item on the agenda prior to closed session, please submit your comment via email by noon on the day of the Board Meeting to boardclerk@sccs.net.</i>
2.	Closed Session Items	
2.1.	Certificated/Classified/Management Leaves, Retirements, Resignations & Appointments	5:05 p.m. Information for possible action
2.2.	Public Employee Discipline/Dismissal/Release/Complaint (Govt. Code Section 54957)	5:25 p.m. Information for possible action
2.3.	Conference with Labor Negotiators (Govt. Code Section 54957.6)	5:45 p.m. SCCS Negotiator Parks will provide an update to and receive direction from Trustees regarding negotiations with the GSCFT.
3.	Convene Open Session	6:30 p.m.
3.1.	Welcome	
3.2.	Agenda Changes, Additions or Deletions & Announcements	

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4.	Public Comments	<i>For presentations of matters not on the Agenda. 3 minutes for individuals; 15 minutes per subject.</i> <i>Note to Members of the Public: Thank you for taking the time to attend this meeting. Santa Cruz City School Board Members appreciate your presence and your comments regarding items not on the agenda are valued. Per Santa Cruz City Schools Board Bylaw protocols, Trustees will not comment on Public Comments during this time.</i>
5.	Superintendent's Report	6:40 p.m.
5.1.	Superintendent's Reports	
5.2.	Students' Reports	
6.	Board Members' Reports	6:50 p.m.
6.1.	Board Members' Reports	
6.2.	Board President's Report	
7.	Approval of Minutes	7:00 p.m.
7.1.	Meeting January 13, 2021	
8.	General Public Business	
8.1.	Consent Agenda Non-Contract Items and Items to be Received: These matters may be passed by one roll call motion.	7:05 p.m.
8.1.1.	Educational Services	<i>None.</i>

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Item	Purpose / Support
8.1.2. Business Services	
8.1.2.1. Purchase Orders, Bids, & Quotes	
8.1.2.2. Warrant Register	
8.1.2.3. Disposition of Surplus Property	
8.1.3. Human Resources	
8.1.3.1. Personnel Actions--Certificated	
8.1.3.2. Personnel Actions--Classified	
8.1.3.3. GSCFT Negotiations: 2021-2022 Academic Calendar	
8.1.4. Governance/Superintendent	
8.1.4.2. Gifts	
8.2. Consent Agenda: General Contracts & Agreements	
8.2.1. Educational Services	
8.2.1.1. Memorandum of Understanding: SEEDS Restorative Justice	
8.2.1.2. Development Group Inc. Contract: Managed Internal Broadband Services	
8.2.1.3. CDWG Quote: Additional Random Access Memory Purchase	
8.2.2. Business Services	
8.2.2.1. Westlake Elementary School Culminating Art Project Proposal	

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8.2.2.2.	All Bay Mechanical Inc. Change Order #1: District Office Ventilation Modifications	
8.2.3.	Human Resources	<i>None.</i>
8.2.4.	Governance/Superintendent	
8.2.4.1.	Zoom Contract Renewal	
8.2.4.2.	National Demographics Corporation Redistricting Proposal	
8.3.	Consent Agenda: Bond Projects Contracts, Agreements, Proposals, Bids & Change Orders	
8.3.1	Albion Environmental: Proposal: Branciforte Small Schools Archaeological Monitoring	
8.3.2.	Albion Environmental: Proposal: Mission Hill Middle School Archaeological Monitoring	
8.3.3.	Ausonio: Proposal: DeLaveaga Elementary School Shade Structure	
8.3.4.	Central Coast Construction Company: Change Order 1: Santa Cruz High School Dust Collector Installation	
8.3.5.	Development Group Inc: Change Order 2: Soquel High School Structured Cabling Design and Installation	
8.3.6.	Kleinfelder: Proposal: DeLaveaga Elementary School Special Inspection and Materials Testing Shade Structure	
8.3.7.	Leach Group: Proposal: Mission Hill Middle School New Switch Gear	
8.3.8.	Leach Group: Proposal: Santa Cruz High School New Switch Gear	

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	Item	Purpose / Support
8.3.9.	Leach Group: Proposal: Westlake Elementary School New Switch Gear	
8.3.10.	Lewis and Tibbitts, Inc.: Contract: Mission Hill Middle School Switchgear Replacement	
8.3.11.	M3 Environmental: Proposal: Bay View Elementary School Inspection and Testing Services	
8.3.12.	M3 Environmental: Proposal: Branciforte Small Schools Alternative Family Education Asphalt Pad Sampling	
8.3.13.	M3 Environmental: Proposal: Santa Cruz High School Hazardous Materials Inspection	
8.3.14.	Mobile Modular: Change Order 1: Branciforte Small Schools Alternative Family Education Building Removal	
8.3.15.	PSR Electric: Change Order 1: DeLaveaga Elementary School Temporary Generator	
8.3.16.	PSR Electric: Change Order 1: Mission Hill Middle School Multi-Purpose Room Lighting Replacement	
8.3.17.	Waterproofing Associates: Change Order 1: Harbor High School	
8.4.	Report of Gifts	7:10 p.m.
8.4.1.	Report and Acknowledgement of Gifts	
8.5.	Report of Closed Session Actions	
8.5.1.	Report of Actions Taken in Closed Session	

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8.6. Items to Be Transacted and/or Discussed	
8.6.1. Governance/Superintendent	
8.6.1.1. Staff Report: Update on Expanding In-Person Services & Academic Interventions and Support	7:15 p.m. Staff will provide an update on the expansion of in-person services.
8.6.2. Educational Services	None.
8.6.3. Business Services	
8.6.3.1. Staff Report: Bond Project Update	7:35 p.m. Belli Architecture will present an update on Bond Projects at Branciforte Middle School and Harbor High School.
8.6.3.2. Staff Report: Governor's Budget Proposal Update	7:55 p.m. Staff will present an update on the Governor's Budget Proposal
8.6.3.3. Staff Report: Preliminary Enrollment Projections	8:15 p.m. Staff will present the preliminary enrollment projections.
8.6.3.4. New Business: Resolution 21-20-21: Fund 56	8:30 p.m. Recommendation: Approve Resolution 21-20-21: Fund 56
8.6.3.5. New Business: CRW Industries Inc: Contract: Santa Cruz High School Switchgear Replacement	8:40 p.m. Recommendation: Approve the CRW Industries Contract to replace the switchgear at Santa Cruz High School.
8.6.4. Human Resources	
8.6.4.1. New Business: Annual Resolution 22-20-21: Determination of K-12 District Needs	8:45 p.m. Recommendation: Approve Annual Resolution 22-20-21: Determination of K-12 District Needs
8.6.4.2. New Business: Annual Resolution 23-20-21: Tie Breaker Criteria	8:50 p.m. Recommendation: Approve Annual Resolution 23-20-21: Tie Breaker Criteria
8.6.5. Governance/Superintendent	

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8.6.5.1. New Business: Resolution 20-20-21: Proclaiming February as Black History Month	8:55 p.m. Recommendation: Approve Resolution 20-20-21: Proclaiming February as Black History Month
8.6.5.1. New Business: Board Policies: Second and/or Final Reading for CSBA Revisions & Updates and Revision of Board Bylaw 9220	9:00 p.m. Recommendation: Approve the revised policies for second and/or final reading.
8.6.5.2. Discussion: Possible Items for Future Meeting Agendas	9:05 p.m.
9. Adjournment	
10. Return to Closed Session (if necessary)	
11. Closed Session Action Report (if necessary)	
12. Adjournment	

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

Public Participation:

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

Translation Requests:

Spanish language translation is available on an as-needed basis. Please make advance arrangements with Alyssa Martinez by telephone at (831) 429-3410 extension 220.

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 x220.

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Board Meeting Information

1. The Regular Meeting on February 10, 2021, 6:30 p.m., will be held remotely via Zoom.
2. The Regular Meeting on February 24, 2021, 6:30 p.m., will be held remotely via Zoom.
3. The Regular Meeting on March 10, 2021, 6:30 p.m., will be held remotely via Zoom.
4. The Regular Meeting on March 24, 2021, 6:30 p.m., will be held remotely via Zoom.
5. The Regular Meeting on April 14, 2021, 6:30 p.m., will be held remotely via Zoom.
6. The Regular Meeting/Study Session on April 28, 2021, 6:30 p.m., will be held remotely via Zoom.
7. The Regular Meeting on May 5, 2021, 6:30 p.m., will be held remotely via Zoom.
8. The Regular Meeting/Study Session on May 19, 2021, 6:30 p.m., will be held remotely via Zoom.
9. The Regular Meeting on June 2, 2021, 6:30 p.m., will be held remotely via Zoom.
10. The Regular Meeting on June 16, 2021, 6:30 p.m., will be held remotely via Zoom.

**MINUTES OF THE REGULAR MEETING
OF THE SANTA CRUZ CITY SCHOOLS BOARD OF EDUCATION
FOR THE ELEMENTARY AND SECONDARY DISTRICTS
JANUARY 13, 2021**

Convene Closed Session

Board President Vestal called this Closed Session Meeting to order at 5:30 p.m.

Public Comments for Closed Session Agenda Items

None

Convene Open Session

Board President Vestal called this Regular Meeting Open Session to order at 6:33 p.m.

Attendance at Meeting

Sheila Coonerty	John Owen	Cindy Ranii	Deb Tracy-Proulx
Jeremy Shonick	Patricia Threet	Claudia Vestal	

Absent: Student Board Representative Sophie Nigh
Student Board Representative Xhu Lopez Guzman

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 Vestal 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

Superintendent Munro stated item 8.1.3.3. on the agenda changed from Job Description: Assistant Director of Facilities to Job Description: Assistant Director of Maintenance & Operations.

PUBLIC COMMENTS

GSCFT President Casey Carlson shared a resolution that was passed unanimously at the Union's last general membership meeting. The resolution was submitted to district leadership and the Board of Trustees. The resolution was also passed by offices of the SCCCE. President Carlson reiterated that the Union is committed to returning to the classroom, but not until the vaccine has been distributed to employees.

SUPERINTENDENT'S REPORT

Superintendent's Report

Superintendent Munro reported site counselors are supporting college preparedness by continuing to develop the Santa Cruz County College & Career Commitment Handbook with community partners and are providing ongoing financial aid workshops. Sites continue to plan for Hybrid instruction and continue to conduct home visits to support student engagement. Counselors are providing telehealth counseling and weekly support groups for students. Superintendent Munro shared updates on the district's efforts to eliminate the achievement gap -- most notably sites plan to expand small cohorts by the end of the month, and the ARK hired a credit recovery teacher for each comprehensive high school. The District also plans to train classified staff in intervention curriculum. The ventilation study continues at each site and the results will be posted to the District website when we have the final report. Central Office staff will attend the Governor's Budget Workshop at the end of the week. Santa Cruz City Schools is working in collaboration with the County Office of Education to develop and implement a vaccination plan for all county schools. The District is also collaborating with Dignity Health to set up a vaccination clinic at Harbor High School. Superintendent Munro also shared the District hired a new Chief of Communication and Community Engagement.

Student's Report

None

BOARD MEMBERS' REPORTS

Board Members' Reports

Trustee Ranii thanked the community and staff for reaching out to the Board to share input. She reported attending a webinar hosted by UCSC on the teaching and learning environment during distance learning. During the Winter Break Trustee Ranii had dialogue with former education colleagues to get additional perspectives and input on how they are handling instruction during the pandemic.

Trustee Owen thanked the community for sharing input and feedback with the Board. Trustee Owen attended a training from CSBA for new trustees. He shared that he was heartened to hear that many of the recommendations from CSBA for Board practice are already in practice by the Santa Cruz City School Board of Education. Trustee Owen expressed pride and gratitude to serve in this district. He concluded his report by sharing a sentiment made by one of the speakers at the training, that public schools are the core of democracy.

Trustee Threet did not have a report to share.

Trustee Shonick did not have a report to share.

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

Trustee Coonerty did not have a report to share.

Board President's Report

Board President Vestal reported attending Dr. Sabbah's update on the COVID vaccine and distribution plans for county school district employees. She also expressed her appreciation for emails and input from the community.

APPROVAL OF MINUTES

1. MSP (Ranii/Coonerty) 7-0, the Board of Education approved the Minutes of December 2, 2020 meeting.
2. MSP (Ranii/Coonerty) 7-0, the Board of Education approved the Minutes of December 15, 2020 meeting.

GENERAL PUBLIC BUSINESS

Consent Agenda

8.1.1.1. Second Quarter Williams Report, 8.1.1.2. School Accountability Report Cards, 8.1.2.1. Purchase Orders, Bids, & Quotes, 8.1.2.2. Warrant Register, 8.1.2.3. Budget Transfers, 8.1.3.1. Personnel Actions – Certificated, 8.1.3.2. Personnel Actions – Classified, 8.1.3.3. Job Description: Assistant Director of Maintenance & Operations, 8.1.3.4. Job Description: Lead Custodian, 8.1.3.5. Updated Stipend Schedule, 8.2.1.1. Nonpublic School: Chartwell School, 8.2.1.2. Agreement for Professional Services: Private School Placements, 8.2.2.1. Geo H. Wilson Ventilation Modification: Branciforte Middle School, 8.2.2.2. Geo H. Wilson Ventilation Modification: Bay View Elementary School, 8.2.2.3. Geo H. Wilson Ventilation Modification: Soquel High School, 8.2.2.4. Geo H. Wilson Ventilation Modification: Santa Cruz High School, 8.2.2.5. Geo H. Wilson Ventilation Modification: Harbor High School, 8.2.2.6. Geo H. Wilson Ventilation Balancing: Soquel High School, 8.2.2.7. Geo H. Wilson Ventilation Balancing: Harbor High School, 8.2.2.8. Geo H. Wilson Ventilation Balancing: Branciforte Middle School, 8.2.2.9. Climatec Memorandum of Understanding, 8.2.3.1. Consultant Services Agreement: Leadership Coaching, 8.3.1 Geo H Wilson: Change Order 1: Westlake Elementary School Sewer Repairs, 8.3.2. Locatelli Moving & Storage Inc.: Change Order 1: Bay View Elementary School Moves, 8.3.3. PPD Multimedia Inc.: Quote: Harbor High School Logo, 8.3.4. PSR Electric: Change Order 1: Santa Cruz High School Site Lighting

Trustee Coonerty motioned to approve the consent agenda except for item 8.1.1.2. School Accountability Report Cards and item 8.1.3.3. Job Description: Assistant Director of Maintenance & Operations. Trustee Owen 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

Closed Session Items

Report of Actions Taken in Closed Session

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

1. Ms. Munro shared information with the Board on Certificated/Classified/Management Leaves, Retirements, Resignations & Appointments.
2. Ms. Munro did not have any information to share with Trustees regarding Public Employee Discipline/Dismissal/Release/Complaints.
3. Ms. Munro shared information and received direction regarding negotiations with the GSCFT.
4. The Board reviewed the Superintendent's 2020-21 Goals.

ITEMS TO BE TRANSACTED AND/OR DISCUSSED

8.5.1.1. Staff Report: Update on Expanding In-Person Services & Academic Interventions and Support

Superintendent Munro shared an update on the District's efforts to expand in-person services and provide academic intervention and support. Superintendent Munro also shared updates on Governor Newsom's plan to reopen schools and the current county COVID data. She shared that there is a delay in the COVID data that is posted on the state's website. Given Santa Cruz County's current rate of COVID spread, the District is not eligible for the incentive proposal at this time. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board.

Public Comment: GSCFT President Casey Carlson shared concerns about Governor Newsom's reopening plan. She reported speaking with legislators and concerns were raised about inequity that may arise as a result of the plan.

8.1.1.2. School Accountability Report Cards

The School Accountability Report Cards are published annually by each school district. The purpose of the report cards is to provide parents and the community with important information about each public school, and to show that each school is compliant with state standards. School Accountability Report Cards reflect information from last school year, not the current year. Trustees asked questions and made comments.

MSP(Ranii/Tracy-Proulx) 7-0, the Board of Education approved the School Accountability Report Cards.

8.5.3.1. Staff Report: Bond Budget Update

Mark Bartos of Bartos Architecture presented an update on the Bond Measures A and B budgets. This report was information in nature and no action was taken by the board. Trustees asked questions and had discussion.

8.5.3.2. Staff Report: Bond Project Update

Ralph le Roux of MADI Architectures provided an update on Measures A and B bond projects for Bay View Elementary, DeLaveaga Elementary, Branciforte Small Schools, Natural Bridges, and Soquel High School. Trustees asked questions and made comments. This report was informational in nature and no action was taken by the board.

8.5.3.3. New Business: Bond Set Aside Projects

Assistant Superintendent Monreal and Director of Facilities Miller presented a recommendation for projects to be funded by the District Bond Set Aside. The District Bond Set Aside is intended to provide funding to support projects for needs that are a districtwide resource. Per direction received from the Board at the Business Services Study Session in October 2020, staff also presented other funding sources that could be used to support the projects. Two proposals were presented; the first recommended all four projects be funded by the District Bond Set Aside. The second proposal allocated 1.6M from Elementary RDA, with the remaining monetary needs to come from District Bond Set Aside to fund the projects. Trustees asked questions and had discussion.

MSP(Coonerty/Ranii) 0-6, the motion to fund the projects entirely from District Bond Set Aside failed. Trustee Coonerty was unable to vote due to loss of internet connect.

MSP(Owen/Threet) 7-0, the motion to allocate 1.6M from Elementary RDA, in addition to District Bond Set Aside to fund the projects passed.

8.1.3.3. Job Description: Assistant Director of Maintenance & Operations

At the December 2, 2020 Board Meeting, the Board discussed reorganizing the Maintenance, Operations and Transportation department for a more efficient use of human and fiscal resources to meet district needs. Per direction given by the Board, staff revised the job description for Assistant Director of Maintenance and Operations. The Assistant Director will support bond projects, oversee day to day maintenance projects, and oversee custodial and grounds maintenance. Trustees asked questions and had discussion.

MSP(Threet/Coonerty) 7-0, the Board of Education approved Job Description: Assistant Director of Maintenance & Operations.

8.5.5.1. Board Policies: First and/or Final Reading for CSBA Revisions & Updates and Revisions of Board Bylaw 9220

Policies are submitted through the GAMUT online board policy book updating process, which uses CSBA recommendations for review and change approximately six times per year in participating districts. These recommendations reflect recent changes in education code and/or case law. The policies have been reviewed by staff to ensure that any required customization for Santa Cruz City Schools has been included. In addition to the regular board policy updates, staff has included a proposed revision to BB 9220 Governing Board Elections. This policy has been updated in reflect the District's change from at-large elections to trustee area elections.

Trustee Threet motioned to bring the policies back for a second reading at the next regular board meeting. Trustee Owen seconded the motion.

MSP(Threet/Owen) 7-0, the Board of Education voted to bring the board policies back for a second reading at the next regular board meeting.

8.4.4. Discussion: Potential Items for Futures Agenda

Trustee Threet requested the Board look into tools or practices to help evaluate and support facilities and management planning.

9. Adjournment of Meeting

As there was no further business to come before the Board of Education, Board President Vestal adjourned this Regular Meeting at 8:55 p.m.

Board Meeting Schedule Information

1. The Regular Meeting on January 13, 2021, 6:30 p.m., will be held remotely via Zoom.
2. The Regular Meeting/Study Session on January 27, 2021, 6:30 p.m., will be held remotely via Zoom.
3. The Regular Meeting on February 10, 2021, 6:30 p.m., will be held remotely via Zoom.
4. The Regular Meeting on February 24, 2021, 6:30 p.m., will be held remotely via Zoom.
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11. The Regular Meeting on June 2, 2021, 6:30 p.m., will be held remotely via Zoom.
12. The Regular Meeting on June 16, 2021, 6:30 p.m., will be held remotely via Zoom.

*For more details about this meeting, please visit our district website and listen to the meeting recording:
http://sccs.net/board_of_education

Respectfully submitted,

Kris Munro, Superintendent
Santa Cruz City Schools

Claudia Vestal, President
Board of Education

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Purchase Orders, Bids and Quotes

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the purchase orders, quotes, bids and proposals from 01/05/2021 through 02/01/2021.

BACKGROUND:

A detailed report is attached, listing purchase orders, quotes and bids that require Board approval prior to release to vendors or ratification within 60 days as allowed by Education Code 17605. Also included for pre-approval are 2020-21 purchase orders which will be entered before the next regular Board meeting for Facility Services, Transportation, Food Services, and Central Purchasing for routine supplies and services.

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

Purchase Orders:

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

Quotes:

For the purchase of materials and supplies between \$15,000 and \$60,000 more than one quote is required and may be verbal or written. When purchases will be \$15,000 to \$95,200 for contracted work other than Public Works Projects and \$60,000 to \$95,200 for materials and supplies, several vendors are contacted for written quotes/proposals. This process, though not as rigorous as a bid, ensures that the District has involved more than one vendor and will secure a competitive price.

Bids/RFP:

A formal process including advertising to notify prospective bidders, distribution of written specification regarding the work or materials, and compliance with legal guidelines for bidding, must be followed for contracted work other than CUPCCAA Public Works Projects projected to cost \$96,700 and over, or for materials and supplies in the sum of \$95,200 or over unless a Cooperative Purchasing Agreement is being utilized under PCC 20118. Under CUPCCAA contracts may be awarded up to \$60,000 without additional quotes. Informal bidding

AGENDA ITEM: 8.1.2.1.

procedures are followed for Public Works projects from \$60,000 to \$200,000 and a formal bid process occurs for Public Works projects over \$200,000 (PCC 20117(B), 20651(B). Bids are solicited from a wide pool of prospective vendors, thus assuring that when the award is made to the lowest responsible bidder and that the District receives the best price available.

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

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

Description

Includes Purchase Orders dated 01/05/2021 - 02/01/2021

PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
BPO21-00022	MUSIC VILLAGE	WL - Music Instrument Servicing	WLEL	01	LEARN LOSS MITI	2,500.00
BPO21-00023	MUSIC VILLAGE	BV - Music Instrument Servicing	BVEL	01	LEARN LOSS MITI	2,500.00
BPO21-00024	MUSIC VILLAGE	DLV Music Instrument Servicing	DLEL	01	LEARN LOSS MITI	2,500.00
BPO21-00025	MUSIC VILLAGE	GT Music Instrument Servicing	GAEL	01	LEARN LOSS MITI	2,500.00
PO21-00023	NORTH BAY FORD	Open PO for Bus Repairs	TRAN	01	TRANSPORT:HOM	2,850.00
PO21-00024	NORTH BAY FORD	Open PO for Bus Repairs	TRAN	01	TRANSPORT:SPEC	2,200.00
PO21-00044	DIESELWORKS	Open PO for Repairs/Service	TRAN	01	TRANSPORT:HOM	12,500.00
PO21-00045	DIESELWORKS	Open PO for Bus Repairs/Service	TRAN	01	TRANSPORT:SPEC	9,500.00
PO21-00366	PALACE BUSINESS SOL	Office supplies	MHMS	01	NO REPORTING RI	1,756.00
PO21-00930	PRESENCE LEARNING I	LLMP: SLP-PRGM LICENSE SUBSCRIPTIONS	SPED	01	LEARN LOSS MITI	21,400.10
PO21-00986	RIO GRANDE ALBUQUER	OPEN PO FOR JEWELRY	SCHS	01	Measure T	12,000.00
PO21-01020	JUNIOR LIBRARY GUIL	Jr. Library Guild	HHS	01	LOTTERY:INSTRU	2,322.10
PO21-01049	TRIUMPH ACADEMY INC	20/21-TRIUMPH oosNPS: FOR IEP MANDATED SERVICES	SPED	01	SE:STATE LOCAL	164,515.00
PO21-01229	HOUGHTON MIFFLIN CO	READ 180 workbooks	MHMS	01	LOTTERY:INSTRU	777.75
PO21-01291	AMAZON.COM	Music supplies	BSS	01	LEARN LOSS MITI	300.00
PO21-01292	AMAZON.COM	Floor Signs	HHS	01	ESSER	146.40
PO21-01293	PERMA BOUND DIVISIO	Bad Boys -A Memoir --books for Denning-8th grade	MHMS	01	LOTTERY:INSTRU	2,410.60
PO21-01294	C.C. IMEX EMBI TEC	Science Supplies	SQHS	01	ESSER	336.76
PO21-01295	VILLAGE HOST PIZZA	Pizza for Student Cohorts	SQHS	01	ESSER	500.00
PO21-01296	TRUMPET BEHAVIORAL	2021/NPA-TRUMPET B/H: IEP MANDATED SERVICES	SPED	01	SE:STATE LOCAL	5,000.00
PO21-01297	COAST WIDE UTILITY	20/21 OPEN PO FOR UTILITY LOCATING	M&O	01	ONGOING & MAJO	1,000.00
PO21-01298	APPI	20/21 OPEN PO FOR POOL SERVICES/CLEANING	M&O	01	OTHER RESTRICT	3,000.00
PO21-01299	HOME DEPOT INC	DLV LLM Storage Containers	DLEL	01	ESSER	2,547.20
PO21-01300	AMAZON.COM	DLV LLM Student Materials	DLEL	01	ESSER	3,514.38
PO21-01301	AMAZON.COM	DLV LLM Student Materials- pencils	DLEL	01	ESSER	190.44
PO21-01302	IBARMS	PREPAY - IB Workshops	HHS	01	BAS GNT LOW-INC	1,410.00
PO21-01303	NAPA OF SANTA CRUZ	OPEN PO FOR SUPPLIES FOR AUTO SHOP	SCHS	01	Measure T	1,800.00
PO21-01304	NAPA OF SANTA CRUZ	OPEN PO FOR AUTO SHOP	SCHS	01	NO REPORTING RI	187.50
PO21-01305	WOODWIND AND BRASSV	Music Supplies & Materials	BVEL	01	LEARN LOSS MITI	971.52
PO21-01306	WOODWIND AND BRASSV	LLM Music- keyboard stands	DLEL	01	LEARN LOSS MITI	54.60
PO21-01307	COMMUNITY PRINTERS	Custom Signs	HHS	01	ESSER	400.42
PO21-01308	CSUMB	Online Workshop	HHS	01	ESSER	160.00
PO21-01309	UWC - USA	Online IB Workshop	HHS	01	BAS GNT LOW-INC	900.00
PO21-01310	N2Y LLC	LICENSE RENEWAL SEC. THROUGH JANUARY 2022	SPED	01	SE:STATE LOCAL	582.24
PO21-01311	KERN COUNTY SUPT OF	FCMAT FISCAL OVERSIGHT AB1200	BUSN	01	NO REPORTING RI	20,105.50

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Description

Includes Purchase Orders dated 01/05/2021 - 02/01/2021

PO Number	Vendor Name	Requisition Information	Ord Loc	Req Fund	Resource Description	Req Fund Order Amt
PO21-01312	ART OF PROBLEM SOLV	Invoice #216687 Math workbooks--confirm to pay	BSS	01	LOTTERY:INSTRUC	1,743.63
PO21-01313	SCHOLASTIC MAGAZINE	Scholastic Action-Digital	HHS	01	ESSER	359.40
PO21-01314	CDW GOVERNMENT INC.	Quote 1C3QYBP Desktop computers	BSS	01	ESSER	1,724.36
PO21-01315	AMAZON.COM	Extension Cords	HHS	01	NO REPORTING RI	90.00
PO21-01316	PERMA BOUND DIVISIO	Refugees and Flying lessons-Dyer	MHMS	01	LOTTERY:INSTRUC	1,076.00
PO21-01317	APPLE COMPUTER INC	MacBook	HHS	01	NO REPORTING RI	1,991.42
PO21-01318	AMAZON.COM	Air Quality Sensor	HHS	01	ESSER	149.56
PO21-01319	AMAZON.COM	Ark printers for new teachers	BSS	01	ESSER	743.87
PO21-01320	AMAZON.COM	Open PO -Student supplies--Wells woodshop--LLMF	MHMS	01	LEARN LOSS MITI	917.04
PO21-01321	COLLEGE BOARD, THE	Workshop	HHS	01	BAS GNT LOW-INC	250.00
PO21-01322	BRASS KEY LOCKSMITH	20/21 OPEN PO FOR KEY/LOCK SERVICES	M&O	01	ONGOING & MAJO	500.00
PO21-01323	TRAVIS PRIOR DBA PR	20/21 OPEN PO FOR TIRE REPAIRS	M&O	01	ONGOING & MAJO	250.00
PO21-01324	DIVISION OF STATE A	BV RELOCATE NEW CLASSROOMS	M&O	21	BOND, MEASURE I	6,847.34
PO21-01325	MOBILE MODULAR MGMT	B40SS CLASSROOM 1001	M&O	25	NO REPORTING RI	11,040.60
PO21-01326	MONTEREY SIGNS INC	BAY VIEW SIGNAGE FOR DROPS	M&O	01	ONGOING & MAJO	806.36
PO21-01327	AMAZON.COM	"Stamped" books for library	BSS	01	LOTTERY:INSTRUC	241.07
PO21-01328	ACCO-WILSON INC DBA	B40MS HYDRONIC PUMP REPLACEMENT	M&O	01	ONGOING & MAJO	8,730.00
PO21-01329	APPLE COMPUTER INC	computer	SCHS	01	DONATIONS	1,334.88
PO21-01330	PALACE BUSINESS SOL	LLM small cohort- carts	DLEL	01	GEER	432.61
PO21-01331	BUREAU OF EDUCATION	M. Jimenez- PD for Dyslexia Conference	DLEL	01	ESSER	479.00
PO21-01332	HOME DEPOT INC	Classroom Supplies - Life Lab	BVEL	01	ESSER	100.00
PO21-01333	SAN LORENZO LUMBER	Classroom Supplies - Life Lab	BVEL	01	ESSER	100.00
PO21-01334	EDGEWOOD PRESS INC	DLV Student Dragon Folders	DLEL	01	NO REPORTING RI	669.88
PO21-01335	OLIVER WORLDCLASS L	RENEWAL learning suite	SCHS	01	LOTTERY:INSTRUC	126.00
PO21-01336	CALIFORNIA DEPARTME	Sales and Use tax return	FS	13	CHLD NUTR:SCHO	242.00
PO21-01337	USA SEALING INC	AIR PURIFIER	M&O	01	NO REPORTING RI	43,329.10
PO21-01338	ALBION ENVIRONMENTA	MHMS FIELD ARCHEOLOGICAL SVCS	M&O	21	BOND, MEASURE /	21,701.10
PO21-01339	VS ATHLETICS	LED Timer	BMS	01	DONATIONS	1,840.87
PO21-01340	JW PEPPER & SON INC	Sheet Music	BMS	01	LOTTERY:INSTRUC	313.70
PO21-01341	DEIRDRE SLATER	CSA - PREPAY Author Visit	HHS	01	DONATIONS	900.00
PO21-01342	UWC - USA	IB Workshop	HHS	01	BAS GNT LOW-INC	2,700.00
PO21-01343	WILLIAM MARSH RICE	PREPAY-IB Training	HHS	01	BAS GNT LOW-INC	4,950.00
PO21-01344	INTERNATIONAL BACCA	PREPAY - Online Workshop	HHS	01	BAS GNT LOW-INC	900.00
PO21-01345	IMPRINTS INC	ASSET TAGS FOR WAREHOUSE	M&O	01	ONGOING & MAJO	857.00
PO21-01346	GREAT MINDS LLC	Eureka math Books	WLEL	01	LOTTERY:INSTRUC	52.33
PO21-01347	AMAZON.COM	Portable Lights	SQHS	01	NO REPORTING RI	1,119.21
PO21-01348	PHOENIX CERAMICS SU	CERAMICS SUPPLIES	SQHS	01	Measure T	793.85
PO21-01349	AMAZON.COM	Office Supplies	HHS	01	NO REPORTING RI	52.29

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Description

Includes Purchase Orders dated 01/05/2021 - 02/01/2021

PO Number	Vendor Name	Requisition Information	Ord Loc	Req Fund	Resource Description	Req Fund Order Amt
PO21-01350	OVERHEAD DOOR COMP	20/21 OPEN PO FOR DOOR REPAIRS	M&O	01	ONGOING & MAJO	2,400.00
PO21-01351	TRAVIS PRIOR DBA PR	20/21 OPEN PO FOR TIRES	M&O	01	ONGOING & MAJO	2,400.00
PO21-01352	VALLEY ATHLETICS FI	20/21 OPEN PO FOR FIELD PAINT AND SUPPLIES	M&O	01	ONGOING & MAJO	1,000.00
PO21-01353	CALIFORNIA SCHOOL N	Christine Avery Registration for CSNO	STUS	01	ESEA:STDNT SUP	345.00
PO21-01354	CALIFORNIA SCHOOL N	Lisa Tripp Registration for CSNO	STUS	01	ESEA:STDNT SUP	395.00
PO21-01355	CALIFORNIA SCHOOL N	Kelly McWaid Registration for CSNO	STUS	01	ESEA:STDNT SUP	490.00
PO21-01356	PPD MULTIMEDIA	HH GYM LOGO	M&O	21	BOND, MEASURE ,	20,460.48
PO21-01357	AMAZON.COM	Art Supplies - BV	BVEL	01	LEARN LOSS MITI	456.00
PO21-01358	REALLY GOOD STUFF I	TK/K Student Materials- Open PO	DLEL	01	ESSER	500.00
PO21-01359	AMAZON.COM	TK/K Student Materials- Open PO	DLEL	01	ESSER	1,500.00
PO21-01360	PALACE BUSINESS SOL	3rd grade Student Materials- Open PO	DLEL	01	ESSER	2,000.00
PO21-01361	SCHOLASTIC MAGAZINE	Scholastic News for J. Butler	DLEL	01	NO REPORTING RI	85.80
PO21-01362	AMAZON.COM	1st Grade Student Materials- Amazon Open PO	DLEL	01	ESSER	1,600.00
PO21-01363	OFFICE DEPOT	1st Grade Student Materials- Office Depot Open PO	DLEL	01	ESSER	250.00
PO21-01364	AMAZON.COM	LLM Music- Microphone and light	DLEL	01	LEARN LOSS MITI	174.78
PO21-01365	PALACE BUSINESS SOL	Food Service Safety Money	FS	13	OTHER RESTRICT	132.70
PO21-01366	BSN SPORTS LLC	NET CABLE	SCHS	01	Measure T	88.46
PO21-01367	AMAZON.COM	OT/KS SUPPLIES	SPED	01	SE:STATE LOCAL	65.53
PO21-01368	APPLE COMPUTER INC	Computer for Chief of Communications	SUPT	01	NO REPORTING RI	1,927.45
PO21-01369	SCHOLASTIC STORE ON	Classroom Books	BVEL	01	GEER	153.59
PO21-01370	AMAZON.COM	Music Supplies & Materials	BVEL	01	LEARN LOSS MITI	200.00
PO21-01371	WOODWIND AND BRASSV	Music Supplies & Materials	BVEL	01	LEARN LOSS MITI	32.67
PO21-01372	COAST PAPER & SUPPL	COVID - HAND SANITIZER REFILL BAGS	DO	01	CRF COVID	4,588.50
PO21-01373	AMAZON.COM	COVID N95 MASKS	DO	01	LEARN LOSS MITI	435.58
PO21-01374	ACCO-WILSON INC DBA	DELAWEAGA VENTILATION SURVEY JOB 60510048	M&O	21	2012 SERIES A G	1,748.00
PO21-01375	BARTOS ARCHITECTURE	SCHS NEW ELECTRICAL DSA FEE REIMBURSEMENT	M&O	21	BOND, MEASURE ,	1,000.00
PO21-01376	LORI CHAMBERS	Chambers, Lori: Parent Travel Reimbursement	SPED	01	SE:STATE LOCAL	950.76
PO21-01377	PROVO CANYON SCHOOL	20/21-PROVO oosNPS: FOR IEP MANDATED SERVICES	SPED	01	SE:STATE LOCAL	49,335.00
PO21-01378	SPEECHRIGHTER INC	2nd-APS SPEECHRIGHTER: OT/Vacancy+SLP/LOA	SPED	01	SE:STATE LOCAL	86,250.00
PO21-01379	PACIFIC COAST TRANE	WESTLAKE PROPOSAL # L20-0389	M&O	21	2012 SERIES A G	38,545.00
PO21-01380	PACIFIC COAST TRANE	GAULT PROPOSAL # L20-0387	M&O	21	2012 SERIES A G	35,310.00
PO21-01381	PACIFIC COAST TRANE	MISSION HILL PROPOSAL # L20-0388	M&O	21	BUILDING FUND -	45,084.00
PO21-01382	PACIFIC COAST TRANE	HARBOR HIGH SCHOOL PROPOSAL # L20-0386	M&O	21	BUILDING FUND -	88,712.00

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Description

Includes Purchase Orders dated 01/05/2021 - 02/01/2021

PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
PO21-01383	AMAZON.COM	Office Supplies	HHS	01	NO REPORTING RI	75.56
PO21-01384	AMAZON.COM	Amazon, Easter Eggs - Katrina	WLEL	01	LEARN LOSS MITI	25.00
PO21-01385	AMAZON.COM	2nd Grade Student Materials- Amazon Open PO	DLEL	01	ESSER	2,000.00
PO21-01386	WOODWIND AND BRASSV	LLM Music-cork grease	DLEL	01	LEARN LOSS MITI	32.67
PO21-01387	OFFICESUPPLY.COM	1st Grade Student Materials- Office Supply Open PO	DLEL	01	ESSER	150.00
PO21-01388	AMAZON.COM	4/5 Grade Student Materials- Amazon Open PO	DLEL	01	ESSER	2,000.00
PO21-01389	FORMATIVE	Online Subscription	BMS	01	OTHER RESTRICT	1,100.00
PO21-01390	COAST PAPER & SUPPL	Custodial Supplies	BMS	01	NO REPORTING RI	2,000.00
PO21-01391	MAKE MUSIC INC	Smart Music ELEM Subscription	CURR	01	LEARN LOSS MITI	2,260.00
PO21-01392	CURRICULUM ASSOCIAT	iReady middle school math books for AFE	BSS	01	LOTTERY:INSTRU	2,997.05
PO21-01393	AMAZON.COM	AFE games	BSS	01	LOTTERY:INSTRU	437.00
PO21-01394	COMICOPOLIS	AFE games	BSS	01	LOTTERY:INSTRU	801.20
PO21-01395	SAVVAS LEARNING COM	Quote #702740709 Spelling workbooks	BSS	01	LOTTERY:INSTRU	804.16
PO21-01396	ZANER-BLOSER INC	Quote #00025174. Grammar workbooks	BSS	01	LOTTERY:INSTRU	473.84
PO21-01397	MEMORIA PRESS INC	Quote # C225397 Cursive workbooks	BSS	01	LOTTERY:INSTRU	501.46
PO21-01398	B & H PHOTO	PHOTO CLASS SUPPLIES	SCHS	01	Measure T	784.63
PO21-01399	JOSTENS INC	open po graduation supplies	SCHS	01	NO REPORTING RI	500.00
PO21-01400	JOSTENS INC	DIPLOMA COVERS	SCHS	01	NO REPORTING RI	2,000.00
PO21-01401	BRINKS AWARDS & SIG	GRADUATION AWARDS	SCHS	01	NO REPORTING RI	500.00
PO21-01402	HMH INTERVENTION SO	ENGLISH MATERIAL	SCHS	01	LOTTERY:INSTRU	6,888.11
PO21-01403	APPLE COMPUTER INC	IPADS	BMS	01	DONATIONS	6,074.90
PO21-01404	CENGAGE LEARNING	CFP-HOSTING FEE	SQHS	01	NO REPORTING RI	50.00
PO21-01405	CAROLINA BIOLOGICAL	4/5 Foss Lesson Kit	DLEL	01	LCFF SUPP FUNDI	30.56
PO21-01406	SCHOOL DATEBOOKS IN	Payment Confirmation Student Planners	GAEL	01	BAS GNT LOW-INC	974.19
PO21-01407	JUNIOR LIBRARY GUIL	Book Subscription	BMS	01	LOTTERY:INSTRU	798.21
PO21-01408	SCHOOL OUTFITTERS	Life Lab Hybrid Learning	BMS	01	ESSER	2,880.56
PO21-01409	CENGAGE LEARNING	CONFIRMING FOR PAYMENT-HOSTING FEE	SCHS	01	LOTTERY:INSTRU	50.00
PO21-01410	LOGIC OF ENGLISH IN	Quote #SO7471 Handwriting workbooks.	BSS	01	LOTTERY:INSTRU	511.26
PO21-01411	AMAZON.COM	Arts Supplies - Vickie Gilbers	GAEL	01	Measure U	550.00
PO21-01412	DICK BLICK COMPANY	Potter Wheels	HHS	01	Measure T	2,005.79
PO21-01413	STEPHANIE PACHE	Pache, Stephanie: Oct 2020 Visit	SPED	01	SE:STATE LOCAL	1,025.15
Total						835,690.58

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SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Warrant Register

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the warrants on the Board Payment Report. The report covers vendor warrants issued from 01/06/2020 through 02/02/2021.

AGENDA ITEM: 8.1.2.2.

Checks Dated 01/05/2021 through 02/02/2021

Check Number	Check Date	Pay to the Order of	Check Amount
960190	01/11/2021	ABACHERLI FENCE CO	985.00
960191	01/11/2021	ACCO-WILSON INC DBA GEO H WILSON	560.00
960192	01/11/2021	ACCO-WILSON INC DBA GEO H WILSON	5,084.59
960193	01/11/2021	ACCO-WILSON INC DBA GEO H WILSON	11,667.52
960194	01/11/2021	ACCO-WILSON INC DBA GEO H WILSON	3,354.07
960195	01/11/2021	ACCO-WILSON INC DBA GEO H WILSON	3,439.95
960196	01/11/2021	ACCO-WILSON INC DBA GEO H WILSON	8,587.43
960197	01/11/2021	ANIMAL DAMAGE MGMT	2,500.00
960198	01/11/2021	ANIXTER INC	254.32
960199	01/11/2021	B & B SMALL ENGINE REPAIR	138.98
960200	01/11/2021	ELITE INTERACTIVE SOLUTIONS LLC	2,081.67
960201	01/11/2021	FLYERS ENERGY LLC	2,233.08
960202	01/11/2021	HOME DEPOT INC	122.71
960203	01/11/2021	LINCOLN AQUATICS	1,429.03
960204	01/11/2021	MONRO INC DBA THE TIRE CHOICE	177.95
960205	01/11/2021	RIBBS PLUMBING INC	4,974.55 *
Reissued on 01/27/2021			
960206	01/11/2021	SAN LORENZO LUMBER AND HOME CENTER	150.08
960207	01/11/2021	SANTA CRUZ RECORDS MANAGEMENT	40.00
960208	01/11/2021	SUPERIOR ALARM CO	1,789.50
960209	01/11/2021	DELTA CHARTER - CABRILLO	174,479.00
960210	01/11/2021	ACCO-WILSON INC DBA GEO H WILSON	16,299.57
960211	01/11/2021	ACCO-WILSON INC DBA GEO H WILSON	74,605.90
960212	01/11/2021	AUSONIO INC	234,512.74
960213	01/11/2021	CRW INDUSTRIES INC	139,022.52
960214	01/11/2021	KLEINFELDER INC	1,497.50
960215	01/11/2021	M3 ENVIRONMENTAL CONSULTING	885.00
960216	01/11/2021	PSR ELECTRIC	12,550.00
960217	01/11/2021	VERDE DESIGN INC	553.00
960218	01/11/2021	WATERPROOFING ASSOCIATES INC	66,478.15
960219	01/11/2021	O'Farrell, Stacy L	256.53
960220	01/11/2021	Torres-Moran, Anthony L	101.48
960221	01/11/2021	Ordway, Suzanne Y	122.26
960222	01/11/2021	Ramer, Elaina M	99.00
960223	01/11/2021	Smith, Justin	47.62
960224	01/11/2021	Latham, Christina F	300.09
960225	01/11/2021	Bennett, Sarah E	35.51
960226	01/11/2021	ABRITE ORGANIZATION, THE	82,188.85
960227	01/11/2021	BAY SCHOOL, THE	299,901.52
960228	01/11/2021	SANTA CRUZ MUNICIPAL UTILITIES	31,806.06
960229	01/11/2021	AMAZON.COM	746.72
			Unpaid Tax .21
			Expensed Amount 746.93
960230	01/11/2021	AMERICAN RED CROSS	210.00
960231	01/11/2021	AT&T	1,147.62
960232	01/11/2021	BENCHMARK EDUCATION CO.	73.94
960233	01/11/2021	BIOMETRICS4ALL INC	11.25
960234	01/11/2021	BRITE HORIZONS SCHOOL	79,935.00
960235	01/11/2021	CALIF DOJ ACCTNG CUST #140415, ORI AB476	751.00

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

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Checks Dated 01/05/2021 through 02/02/2021

Check Number	Check Date	Pay to the Order of	Check Amount
960236	01/11/2021	DANIELSEN CO.	1,186.86
960237	01/11/2021	DEBORAH BELL MA/CCC	1,480.00
960238	01/11/2021	EASTER SEALS CENTRAL CALIF	4,582.00
960239	01/11/2021	FAGEN FRIEDMAN & FULFROST LLP	552.50
960240	01/11/2021	GOLD STAR FOODS	2,266.90
960241	01/11/2021	GRADUATION OUTLET	425.90
960242	01/11/2021	JENNIFER ANN JAEGER	480.00
960243	01/11/2021	JERENE LACEY	3,089.74
960244	01/11/2021	JIVE COMMUNICATIONS INC	1,177.26
960245	01/11/2021	MEDICAL BILLING TECHNOLOGIES	1,500.00
960246	01/11/2021	MISSION HILL BLDG OWNERS ASSN	17,834.00
960247	01/11/2021	NASCO	583.11
960248	01/11/2021	NEW FOCUS ACADEMY LLC	10,761.00
960249	01/11/2021	OFFICE DEPOT	402.51
960250	01/11/2021	OLIVER PACKAGING & EQUIPMENT	1,131.22
960251	01/11/2021	P & R PAPER SUPPLY COMPANY INC	237.53
960252	01/11/2021	PALACE BUSINESS SOLUTIONS	574.64
960253	01/11/2021	PEGGY BARKER MS/ATP	1,200.00
960254	01/11/2021	PG&E	870.18
960255	01/11/2021	PG&E	34,129.61
960256	01/11/2021	PRODUCERS DAIRY FOODS INC	2,084.66
960257	01/11/2021	RAY MORGAN CO.	5,701.95
960258	01/11/2021	REVOLT RECYCLING, LLC	1,379.79
960259	01/11/2021	SOLAR ENERGY OF AMERICA 1 LLC	7,048.31
960260	01/11/2021	SOLAR ENERGY OF AMERICA 1 LLC	6,002.66
960261	01/11/2021	SOQUEL CREEK WATER DISTRICT	128.64
960262	01/11/2021	STAPLES TECHNOLOGY SOLUTIONS	3,139.85
960263	01/11/2021	STEPS TO SUCCESS	1,845.00
960264	01/11/2021	TRIUMPH ACADEMY INC	19,342.00
960265	01/11/2021	WATSONVILLE COAST PRODUCE	288.25
960266	01/11/2021	DEVELOPMENT GROUP INC	214,086.95 *
Reissued on 01/21/2021			
960649	01/19/2021	UCSC-REGENTS	2,005.00
960650	01/19/2021	O'Brien, Casey P	291.58
960651	01/19/2021	Ballaban, Helayne	199.64
960652	01/19/2021	LaMotte, Margaret E	215.04
960653	01/19/2021	Salgado, Cristina S	204.67
960654	01/19/2021	Morales-McGibben, Melissa A	255.64
960655	01/19/2021	Lerman, Bernette M	14.38
960656	01/19/2021	Della Mora, Ebby E	12.45
960657	01/19/2021	Wells, Dustin D	48.51
960658	01/19/2021	O'Meara, Gregory	44.65
960659	01/19/2021	Burr, Chrisa B	79.35
960660	01/19/2021	Jaffe, Jennifer A	16.53
960661	01/19/2021	BRANNON CORPORATION	100,116.70
960662	01/19/2021	DEVELOPMENT GROUP INC	21,673.46
960663	01/19/2021	LEACH GROUP INC	6,650.00
960664	01/19/2021	MADI 19SIX ARCHITECTS	18,702.88
960665	01/19/2021	VERDE DESIGN INC	9,424.55

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Checks Dated 01/05/2021 through 02/02/2021

Check Number	Check Date	Pay to the Order of	Check Amount
960666	01/19/2021	Atlansky, Gail L	155.31
960667	01/19/2021	AMAZON.COM	1,467.52
		Unpaid Tax	.54
		Expensed Amount	1,468.06
960668	01/19/2021	AT&T	23.01
960669	01/19/2021	AT&T MOBILITY	2,610.75
960670	01/19/2021	B & H PHOTO	193.90
960671	01/19/2021	BOOKSHOP SANTA CRUZ INC	487.42
960672	01/19/2021	CHARACTERSTRONG LLC	279.00
960673	01/19/2021	COAST PAPER & SUPPLY	1,875.70
960674	01/19/2021	FLYERS ENERGY LLC	110.89
960675	01/19/2021	HARTFORD LIFE	3,309.72
960676	01/19/2021	HOME DEPOT INC	816.19
960677	01/19/2021	HOUGHTON MIFFLIN CO	777.75
960678	01/19/2021	IBARMS	1,410.00
960679	01/19/2021	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION INC	1,365.00
960680	01/19/2021	JUNIOR LIBRARY GUILD	2,322.10
960681	01/19/2021	JW PEPPER & SON INC	441.43
960682	01/19/2021	KAMI	2,500.00
960683	01/19/2021	KAP7 INTERNATIONAL INC	1,674.82
960684	01/19/2021	LIBRARY TRAC LLC	225.00
960685	01/19/2021	LOZANO SMITH LLP	75.00
960686	01/19/2021	MUSIC VILLAGE	4,223.36
960687	01/19/2021	PALACE BUSINESS SOLUTIONS	2,602.94
960688	01/19/2021	PEPWEAR	865.53
960689	01/19/2021	QUADIENT FINANCE USA INC	3,107.34
960690	01/19/2021	SISC	1,166,338.50
960691	01/19/2021	SWEETWATER SOUND INC	2,904.95
960692	01/19/2021	T-MOBILE USA INC	415.90
960693	01/19/2021	THE DIVERSITY CENTER	600.00
960694	01/19/2021	THE HARTFORD LTD ATTN: GROUP BENEFITS	3,686.05
960695	01/19/2021	UNITED PARCEL SERVICE INC	52.97
960696	01/19/2021	WOODWIND AND BRASSWIND	3,367.01
960697	01/19/2021	UWC - USA	900.00
960698	01/19/2021	E.D.D./ STATE OF CALIFORNIA	6,543.43
960699	01/19/2021	AA SAFE & LOCK COMPANY	13.77
960700	01/19/2021	APPI	2,700.00
960701	01/19/2021	BELLI ARCHITECTURAL GROUP INC	1,660.00
960702	01/19/2021	CARBONIC SERVICE INC	471.32
960703	01/19/2021	CINTAS CORPORATIONS	389.64
960704	01/19/2021	COAST WIDE UTILITY LOCATORS	360.00
960705	01/19/2021	HINES PEST & WEED CONTROL DBA R AURIA INC	110.00
960706	01/19/2021	HOME DEPOT INC	70.82
960707	01/19/2021	KELLY MOORE PAINT CO	122.16
960708	01/19/2021	SAN LORENZO LUMBER AND HOME CENTER	370.47
960709	01/19/2021	SANTA CRUZ AUTO PARTS INC	9.17
960710	01/19/2021	SANTA CRUZ RECORDS MANAGEMENT	91.00
960711	01/19/2021	Santa Cruz Telephone	300.00

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Checks Dated 01/05/2021 through 02/02/2021

Check Number	Check Date	Pay to the Order of	Check Amount
960712	01/19/2021	STATE OF CA DEPT OF HOUSING & COMM. DEV.	250.00
960713	01/19/2021	WESTSIDE HARDWARE	8.72
960714	01/19/2021	MADI 19SIX ARCHITECTS	2,792.25
961155	01/25/2021	DEVELOPMENT GROUP INC	214,086.95
961156	01/25/2021	Blanton, Beau J	230.00
961157	01/25/2021	BELLI ARCHITECTURAL GROUP INC	93,735.79
961158	01/25/2021	DEVELOPMENT GROUP INC	80,996.26
961159	01/25/2021	ENVIROPLEX INC	63,048.57
961160	01/25/2021	MADI 19SIX ARCHITECTS	1,627.50
961161	01/25/2021	MOORE TWINING ASSOCIATES INC	9,225.00
961162	01/25/2021	PSR ELECTRIC	17,128.50
961163	01/25/2021	SANTA CRUZ SENTINEL	2,352.30
961164	01/25/2021	Garcia, Yvette D	96.00
961165	01/25/2021	Brooks, Jessica E	196.03
961166	01/25/2021	O'Brien, Casey P	69.93
961167	01/25/2021	Pavlak, Jessica L	54.65
961168	01/25/2021	Butler, Holly L	174.31
961169	01/25/2021	Smith, Monica	200.00
961170	01/25/2021	Hernandez, Amariah A	705.50
961171	01/25/2021	Turpin, Maritza	92.60
961172	01/25/2021	McCarthy, Maryanne	55.50
961173	01/25/2021	Norman, Holly A	314.04
961174	01/25/2021	DIESELWORKS	3,675.00
961175	01/25/2021	PALACE BUSINESS SOLUTIONS	3,062.10
961176	01/25/2021	AMAZON.COM	76.71
		Unpaid Tax	.01
		Expensed Amount	76.72
961177	01/25/2021	APPLE COMPUTER INC	4,512.61
961178	01/25/2021	ART OF PROBLEM SOLVING	1,743.63
961179	01/25/2021	AT&T	2,269.42
961180	01/25/2021	BOOKSHOP SANTA CRUZ INC	952.06
961181	01/25/2021	BRITE HORIZONS SCHOOL	28,330.00
961182	01/25/2021	BSN SPORTS LLC	6,501.71
961183	01/25/2021	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	242.00
961184	01/25/2021	CURRICULUM ASSOCIATES INC	414.81
961185	01/25/2021	DANIELSEN CO.	937.40
961186	01/25/2021	DEBORAH BELL MA/CCC	520.00
961187	01/25/2021	GENERAL BINDING CORP	1,831.79
961188	01/25/2021	GENERAL FEED & SEED SUPPLY	239.75
961189	01/25/2021	GOLD STAR FOODS	2,440.65
961190	01/25/2021	GREENWASTE RECOVERY INC	6,607.56
961191	01/25/2021	JERENE LACEY	6,602.27
961192	01/25/2021	JW PEPPER & SON INC	254.66
961193	01/25/2021	KERN COUNTY SUPT OF SCHOOLS	20,105.50
961194	01/25/2021	MARIA E ARIAGNO BALLARD MPT	375.00
961195	01/25/2021	MEDIFY AIR LLC	30,284.13
961196	01/25/2021	NEW FOCUS ACADEMY LLC	10,367.00
961197	01/25/2021	PEARSON CATALOG SCORING SERVICE	347.46

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Checks Dated 01/05/2021 through 02/02/2021

Check Number	Check Date	Pay to the Order of	Check Amount
961198	01/25/2021	PRODUCERS DAIRY FOODS INC	889.32
961199	01/25/2021	SAFEWAY STORES INC	41.89
961200	01/25/2021	SAN LORENZO LUMBER AND HOME CENTER	387.91
961201	01/25/2021	SPOTIFY USA INC	464.55
961202	01/25/2021	SPURR	60,839.76
961203	01/25/2021	STEPS TO SUCCESS	1,805.00
961204	01/25/2021	TOBII DYNAVOK LLC	398.00
961205	01/25/2021	UWC - USA	2,700.00
961206	01/25/2021	WATSONVILLE COAST PRODUCE	1,395.70
961207	01/25/2021	WPS	117.78
961208	01/25/2021	Parks, Elianne M	21.97
961209	01/25/2021	PALACE BUSINESS SOLUTIONS	43.46
961210	01/25/2021	A TOOL SHED EQUIPMENT RENTALS	974.50
961211	01/25/2021	AA SAFE & LOCK COMPANY	89.01
961212	01/25/2021	APPI	393.23
961213	01/25/2021	BAY PLUMBING SUPPLY	29.56
961214	01/25/2021	CENTRAL HOME SUPPLY	2,677.91
961215	01/25/2021	CINTAS CORPORATIONS	81.58
961216	01/25/2021	COAST LOCK & SAFE	66.86
961217	01/25/2021	CRYSTAL SPRINGS WATER	16.50
961218	01/25/2021	DIRECT LINE TELE RESPONSE	113.00
961219	01/25/2021	EWING IRRIGATION PRODUCTS	244.10
961220	01/25/2021	FLYERS ENERGY LLC	890.73
961221	01/25/2021	HOME DEPOT INC	171.10
961222	01/25/2021	KELLY MOORE PAINT CO	204.93
961223	01/25/2021	KONE INC	1,865.25
961224	01/25/2021	MONRO INC DBA THE TIRE CHOICE	1,286.78
961225	01/25/2021	PACIFIC COAST TRANE - A/R	2,009.40
961226	01/25/2021	SAN LORENZO LUMBER AND HOME CENTER	386.21
961227	01/25/2021	SANTA CRUZ RECORDS MANAGEMENT	50.00
961228	01/25/2021	SHERWIN WILLIAMS CO	70.13
961229	01/25/2021	SOQUEL NURSERY GROWERS INC	148.80
961230	01/25/2021	SUPERIOR ALARM CO	95.00
961231	01/25/2021	TRAVIS PRIOR DBA PRIORS TIRES	45.00
961633	02/01/2021	Tsuchiguchi, Megan Y	262.56
961634	02/01/2021	RIBBS PLUMBING INC	4,974.55
961635	02/01/2021	BARTOS ARCHITECTURE INC	102,492.00
961636	02/01/2021	DEVELOPMENT GROUP INC	81,316.96
961637	02/01/2021	DIVISION OF STATE ARCHITECT	6,847.34
961638	02/01/2021	STUMBAUGH & ASSOCIATES INC	13,613.17
961639	02/01/2021	Lugo, Adriana	219.70
961640	02/01/2021	Zuniga Martinez, Maria Carmen	99.99
961641	02/01/2021	Asamoto, Erin E	29.05
961642	02/01/2021	Corbella, Judy H	155.00
961643	02/01/2021	Lal, Rishi D	129.39
961644	02/01/2021	Bentley, Thomas K	43.51
961645	02/01/2021	ABRITE ORGANIZATION, THE	71,580.95
961646	02/01/2021	AMAZON.COM	4,105.05

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Checks Dated 01/05/2021 through 02/02/2021

Check Number	Check Date	Pay to the Order of	Check Amount
		Unpaid Tax	6.15
		Expensed Amount	4,111.20
961647	02/01/2021	PALACE BUSINESS SOLUTIONS	8,930.58
961648	02/01/2021	SANTA CRUZ MUNICIPAL UTILITIES	20,695.60
961649	02/01/2021	ALPHAGRAPHICS SANTA CRUZ	2,191.14
961650	02/01/2021	AMS.NET	1,146.00
961651	02/01/2021	APPLE COMPUTER INC	2,403.69
961652	02/01/2021	AT&T	15.80
961653	02/01/2021	AT&T	20,627.49
961654	02/01/2021	B & H PHOTO	19,300.04
961655	02/01/2021	BALANCE4KIDS	32,676.85
961656	02/01/2021	BOOKSHOP SANTA CRUZ INC	334.93
961657	02/01/2021	BUSINESS CARD	19.98
961658	02/01/2021	CALIF DOJ ACCTNG CUST #140415, ORI AB476	586.00
961659	02/01/2021	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	70.00
961660	02/01/2021	CARD SERVICE CENTER	380.53
961661	02/01/2021	CDW GOVERNMENT INC.	3,537.91
961662	02/01/2021	CENTRAL VALLEY COMMUNITY BANK	829.99
961663	02/01/2021	COMPLETE MAILING SERVICE INC	682.94
961664	02/01/2021	DANIELSEN CO.	847.23
961665	02/01/2021	DEIRDRE SLATER	900.00
961666	02/01/2021	DEMCO INC	162.92
961667	02/01/2021	DICK BLICK CO.	2,833.30
961668	02/01/2021	FLYERS ENERGY LLC	328.52
961669	02/01/2021	FOLLETT SCHOOL SOLUTIONS INC	2,258.31
961670	02/01/2021	GOLD STAR FOODS	1,440.50
961671	02/01/2021	INTERNATIONAL BACCALAUREATE OR	900.00
961672	02/01/2021	JUNIOR LIBRARY GUILD	1,342.02
961673	02/01/2021	JW PEPPER & SON INC	2,133.68
961674	02/01/2021	LAKESHORE LEARNING MATERIALS	235.99
961675	02/01/2021	NASDAQ CORPORATE SOLUTIONS LLC	3,033.07
961676	02/01/2021	OFFICE DEPOT	218.49
961677	02/01/2021	P & R PAPER SUPPLY COMPANY INC	439.49
961678	02/01/2021	PHOENIX CERAMICS SUPPLY	3,125.30
961679	02/01/2021	PIONEER VALLEY EDUCATIONAL PRESS INC	217.52
961680	02/01/2021	PRODUCERS DAIRY FOODS INC	1,175.87
961681	02/01/2021	REALLY GOOD STUFF INC	402.87
961682	02/01/2021	RIO GRANDE ALBUQUERQUE INC.	1,928.44
961683	02/01/2021	SAN LORENZO LUMBER AND HOME CENTER	186.09
961684	02/01/2021	SCHOLASTIC MAGAZINES INC.	949.75
961685	02/01/2021	SCHOLASTIC STORE ONLINE	447.13
961686	02/01/2021	STAPLES ADVANTAGE	332.88
961687	02/01/2021	SYSCO FOOD SERVICES OF SF	1,572.68
961688	02/01/2021	TRAVIS PRIOR DBA PRIORS TIRES	1,617.44
961689	02/01/2021	UNITED PARCEL SERVICE INC	68.83
961690	02/01/2021	UWC - USA	2,700.00
961691	02/01/2021	VILLAGE HOST PIZZA & GRILL	159.45
961692	02/01/2021	WATSONVILLE COAST PRODUCE	518.25

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Checks Dated 01/05/2021 through 02/02/2021

Check Number	Check Date	Pay to the Order of	Check Amount
961693	02/01/2021	WILLIAM MARSH RICE UNIVERSITY	4,950.00
961694	02/01/2021	WOODWIND AND BRASSWIND	294.30
961695	02/01/2021	WPS	688.60
961696	02/01/2021	Z TWIST BOOKS INC	450.84
961697	02/01/2021	COMPLETE MAILING SERVICE INC	682.02
961698	02/01/2021	CRUZIO	49.95
961699	02/01/2021	DANIELSEN CO.	1,055.08
961700	02/01/2021	GOLD STAR FOODS	1,356.39
961701	02/01/2021	GREAT MINDS LLC	52.33
961702	02/01/2021	JERENE LACEY	5,595.45
961703	02/01/2021	PALACE BUSINESS SOLUTIONS	949.66
961704	02/01/2021	WATSONVILLE COAST PRODUCE	588.50
961705	02/01/2021	A TOOL SHED EQUIPMENT RENTALS	401.11
961706	02/01/2021	AA SAFE & LOCK COMPANY	118.27
961707	02/01/2021	ACCO-WILSON INC DBA GEO H WILSON	1,702.65
961708	02/01/2021	CARBONIC SERVICE INC	196.22
961709	02/01/2021	CINTAS CORPORATIONS	433.10
961710	02/01/2021	COAST LOCK & SAFE	202.99
961711	02/01/2021	ELITE INTERACTIVE SOLUTIONS LLC	2,066.67
961712	02/01/2021	EWING IRRIGATION PRODUCTS	2,457.87
961713	02/01/2021	HINES PEST & WEED CONTROL DBA R AURIA INC	95.00
961714	02/01/2021	HOME DEPOT INC	83.77
961715	02/01/2021	JOE'S UPHOLSTERY	228.83
961716	02/01/2021	LINCOLN AQUATICS	1,060.12
961717	02/01/2021	PACIFIC COAST TRANE - A/R	4,668.00
961718	02/01/2021	PAPE MATERIAL HANDLING INC	1,389.09
961719	02/01/2021	RIBBS PLUMBING INC	4,450.00
961720	02/01/2021	SAN LORENZO LUMBER AND HOME CENTER	474.93
961721	02/01/2021	SC SYSTEMS	360.00
961722	02/01/2021	WESTSIDE HARDWARE	273.07
Total Number of Checks			310
			4,169,351.21

	Count	Amount
Reissue	2	219,061.50
Net Issue		3,950,289.71

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	GENERAL/COUNTY SCHOOL	253	2,494,943.92
11	ADULT EDUCATION	4	1,806.48
13	CAFETERIA SPECIAL REVENUE	23	22,543.55
14	DEFERRED MAINTENANCE	2	6,634.55
21	BUILDING	32	1,424,368.12
Total Number of Checks		310	3,950,296.62
Less Unpaid Tax Liability			6.91
Net (Check Amount)			3,950,289.71

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

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SANTA CRUZ CITY SCHOOLS

AGENDA ITEM: Disposition of Surplus Property

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

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

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

FISCAL IMPACT:

None.

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

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

**SCCS BOARD OF EDUCATION
MEETING OF FEBRUARY 10, 2021
SURPLUS PROPERTY**

SITE: MISSION HILL MIDDLE SCHOOL

	# Copies	Property Description	Year/Age	Condition	Value
1.	4	Dell hard drive	2011	Poor	None
2.	6	Dell screen	2011	Poor	None

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

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

SCCS BOARD OF EDUCATION
MEETING OF FEBRUARY 10, 2021
SURPLUS PROPERTY

SITE: HARBOR HIGH

	# Copies	Property Description	Year/Age	Condition	Value
1.	237	Chemistry	2007	Fair	None
2.	181	Inside Writing Skills	2004	Poor	None
3.	40	Word Power	1997	Outdated	None
4.	20	Contact USA	1997	Outdated	None
5.	19	In Contact One	2000	Outdated	None
6.	19	In Contact Two	2000	Outdated	None
7.	19	For Your Information	2002	Outdated	None
8.	19	On Your Mark	2000	Outdated	None
9.	161	Coming of Age	1994	Poor	None
10.	41	Voices in Literature Activity Book	1996	Outdated	None
11.	24	Voices in Literature	1996	Outdated	None
12.	27	Voices in Literature	1993	Outdated	None
13.	16	Grammar in Action	1998	Outdated	None
14.	17	Grammar in Action	1998	Outdated	None
15.	84	Le Monte D'Arthur	1962	Poor	None
16.	29	Desert Solitaire	1968	Poor	None
17.	68	Family Resemblances	1986	Poor	None
				Total	\$0

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

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

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Certificated Personnel Actions

MEETING DATE: February 10, 2021

FROM: Molly Parks, Assistant Superintendent of Human Resources

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the certificated personnel actions as submitted.

BACKGROUND:

The attached certificated personnel actions are submitted in accordance with District policy, California Education Code and the negotiated contract.

At this time each year, we are required to release temporary teachers per California Education Code. A teacher is designated temporary when they are funded through a grant programs, are covering for a teacher who is on a leave of absence, are a retired STRS member or when they are teaching on a 1.2 contract. Many of these teachers will be rehired in the spring based on district need.

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

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

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

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

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

2020-2021 APPOINTMENTS:

Certificated:

Jaynik Bhukhan, 1.0 Credit Recovery Teacher at Branciforte Small Schools. Jay's educational background includes a BA in Psychology and Sociology from UC Santa Cruz. Jay will hold a Preliminary Multiple Subject Teaching Credential and an English Learners Authorization. Jay has three years of summer school credit recovery experience and his status is Temporary.

Karen Corner, .20 1st Grade Teacher at Ark. Karen's educational background includes a BA in Social Science from SJSU and an MA in TESOL from the Monterey Institute of International Studies. Karen holds a Clear Multiple Subject Teaching Credential and CLAD Authorization. Karen has thirty-four years of teaching experience and her status is Temporary.

Jennifer Day, 1.0 Credit Recovery Teacher at Branciforte Small Schools. Jennifer's educational background includes a BA in Visual Arts from UC San Diego and an MA in Education from the University of Phoenix. Jennifer holds a Clear Single Subject Teaching Credential for Art and an English Learners Authorization. Jennifer has five years of teaching experience and her status is Temporary.

Jamin Laney, 1.0 Credit Recovery Teacher at Branciforte Small Schools. Jamin's educational background includes a BA in Modern Literature from UC Santa Cruz and an MA in Education from Argosy University. Jamin holds a Clear Single Subject Teaching Credential for English and an English Learners Authorization. Jamin has eight years of teaching experience and his status is Temporary.

Michael Powe, 1.0 Math Teacher at Branciforte Small Schools. Michael's educational background includes a BA in Applied Mathematics and an MA in Human Resources from Chapman University and a Doctorate in Organizational Leadership from Brandman University. Michael holds a Clear Single Subject Teaching Credential for Mathematics and an English Learners Authorization. Michael has four years of teaching experience and his status is Temporary.

2020-2021 EXTRA WORK ASSIGNMENTS:

Certificated:

Jennifer Angelacos, CTE Model Standards and Collaboration, Curriculum, Intervention and Assessment, 1/16/21 - 4/15/21, not to exceed 10 hours.

2020-2021 EXTRA WORK ASSIGNMENTS (continued):

Erin Asamoto, Student and Parent Technology Support, Educational Services, 10/15/20 - 3/16/21, not to exceed 60 hours.

Peter Boscacci, CTE Model Standards and Collaboration, Curriculum, Intervention and Assessment, 1/16/21 - 4/15/21, not to exceed 10 hours.

Christen Carlson, IB PLCs, Harbor High, 11/5/20 - 6/4/21, not to exceed 10 hours.

John Churilla, IB PLCs, Harbor High, 11/5/20 - 6/4/21, not to exceed 10 hours.

Maria de Paolis, IB PLCs, Harbor High, 11/5/20 - 6/4/21, not to exceed 10 hours.

Thomas French, IB PLCs, Harbor High, 11/5/20 - 6/4/21, not to exceed 10 hours.

Teresa Gaims, IB PLCs, Harbor High, 11/5/20 - 6/4/21, not to exceed 10 hours.

Jennifer Jaffe, Elementary ELPAC Examiner, Curriculum, Intervention & Assessment, 11/5/20 - 6/4/21, not to exceed 50 hours.

Shanna Kiesz, TWI Information Presentation, DeLaveaga Elementary, 1/20/21 - 3/12/21, not to exceed 6 hours.

Joshua Lowe, IB PLCs, Harbor High, 1/16/21 - 6/15/21, not to exceed 10 hours.

Marc Lucadano, CTE Model Standards and Collaboration, Curriculum, Intervention and Assessment, 1/16/21 - 4/15/21, not to exceed 10 hours.

Judith Mayer, IB PLCs, Harbor High, 11/5/20 - 6/4/21, not to exceed 10 hours.

Jessica Murray, EL Site Coach Planning, Mission Hill, 11/16/20 - 2/28/21, not to exceed 10 hours.

Jessica Murray, ELD Newcomer Support, Mission Hill, 1/4/21 - 5/27/21, not to exceed 100 hours.

Gavin Meeker, IB PLCs, Harbor High, 11/5/20 - 6/4/21, not to exceed 10 hours.

George Narlesky, IB PLCs, Harbor High, 11/5/20 - 6/4/21, not to exceed 10 hours.

2020-2021 EXTRA WORK ASSIGNMENTS (continued):

Matthew Oderman, IB PLCs, Harbor High, 11/5/20 - 6/4/21, not to exceed 10 hours.

Gwendolyn Rendon, ELD Newcomer Support, Mission Hill, 1/4/21 - 5/27/21, not to exceed 100 hours.

Julie Rogers, IB PLCs, Harbor High, 11/5/20 - 6/4/21, not to exceed 10 hours.

Leif Rovick, CTE Model Standards and Collaboration, Curriculum, Intervention and Assessment, 1/16/21 - 4/15/21, not to exceed 10 hours.

Ziesel Saunders, Reading Instructional Support, Gault Elementary, 1/18/21 - 5/27/21, not to exceed 20 hours.

Ellie Schoelen, IB PLCs, Harbor High, 11/5/20 - 6/4/21, not to exceed 10 hours.

Tegan Shanahan, IB PLCs, Harbor High, 11/5/20 - 6/4/21, not to exceed 10 hours.

Lindsay Shimasaki, IB PLCs, Harbor High, 11/5/20 - 6/4/21, not to exceed 10 hours.

Hannah Tool, IB PLCs, Harbor High, 11/5/20 - 6/4/21, not to exceed 10 hours.

Carey Tovani, IB PLCs, Harbor High, 11/5/20 - 6/4/21, not to exceed 10 hours.

Frank Wessels, IB PLCs, Harbor High, 11/5/20 - 6/4/21, not to exceed 10 hours.

Larkin Wilson, IB PLCs, Harbor High, 11/5/20 - 6/4/21, not to exceed 10 hours.

Larkin Wilson, CTE Model Standards and Collaboration, Curriculum, Intervention and Assessment, 1/16/21 - 4/15/21, not to exceed 10 hours.

Seth Wilson, CTE Model Standards and Collaboration, Curriculum, Intervention and Assessment, 1/16/21 - 4/15/21, not to exceed 10 hours.

Carmen Zuniga Martinez, TWI Information Presentation, DeLaveaga Elementary, 1/20/21 - 3/12/21, not to exceed 6 hours.

RELEASE OF CERTIFICATED TEMPORARY EMPLOYEES (EC 44954):

Name	Site	FTE	Assignment	Eff Date	Temp Type
Asamoto, Erin	CURR	1.00	Computer Science Coach	5/28/21	EC 44909
Bhukhan, Jaynik	BSS	1.00	Credit Recovery	5/28/21	EC 44917
Boothby, Laura	SQHS	0.80	Biology	5/28/21	EC 44920
Bouchti, Mohammed	SCHS	0.33	CTE Computer Science	5/28/21	Extra Period
Castillo, Joseph	GAEL	1.00	Elementary	5/28/21	EC 44920
Corbella, Jody	MHMS	1.00	Resource Specialist	5/28/21	EC 44920
Day, Jennifer	BSS	1.00	Credit Recovery	5/28/21	EC 44917
Delgado, Faith	GAEL	1.00	Elementary	5/28/21	EC 44920
Denning, Casey	MHMS	0.30	PBIS Coordinator	5/28/21	Extra Period
Deutsch, Peter	BSS	0.10	Home School	5/28/21	Extra Period
Ewy, Brooke	SCHS	0.67	Social Studies	5/28/21	EC 44920
Ezroj, David	DLEL	1.00	Elementary	5/28/21	EC 44920
Garban, Zachery	BSS	1.00	Elementary	5/28/21	EC 44920
Gervasi Rodriguez, Julia	DLEL	1.00	Elementary	5/28/21	EC 44920
Holt, Krista	WLEL	0.20	Elementary	5/28/21	EC 44920
Jaffe, Jennifer	DLEL/ WLEL	1.00	RTI Coordinator	5/28/21	EC 44920
Jones, Brandy	BMS	1.00	Core	5/28/21	EC 44920
Laney, Jamin	BSS	1.00	Credit Recovery	5/28/21	EC 44917
Lionudakis, Rosario	BSS	0.10	Home School	5/28/21	Extra Period

Martinez, George	BSS	0.60	Math & Math Coach	5/28/21	EC 24216.5
Mcfarland, Laura	BSS	1.00	Elementary	5/28/21	EC 44920
McGuire, Anna	SQHS	0.20	English	5/28/21	Extra Period
Moyer, Moyer	GAEL	1.00	Elementary	5/28/21	EC 44920
Robb, Mary Anne	BSS	0.40	Independent Studies	5/28/21	EC 24216.5
Rominger, Sarah	SQHS	0.20	Math	5/28/21	Extra Period
Rubin, Mandy	GAEL	1.00	Elementary	5/28/21	EC 44920
Saady, Stacey	BSS	1.10	Home School	5/28/21	EC 44920
Salgado, Cristina	BVEL	1.00	Elementary	5/28/21	EC 44920
Schmitt, Stella	GAEL	0.30	Art	5/28/21	EC 44920
Sierra, P. Andres	BSS	1.00	Elementary	5/28/21	EC 44920
Tool, Hannah	HHS	1.00	English	5/28/21	EC 44920
Torrez, Jorge	DLEL/ GAEL/ SQHS	1.00	Music	5/28/21	EC 44920
Vahradian, Dylan	GAEL	1.00	Elementary	5/28/21	EC 44920
Ward, Janet	HHS	0.40	Resource Specialist	5/28/21	EC 24216.5
Weaver, Iris	DLEL	0.40	RTI Coordinator	5/28/21	EC 44920
Wedding, Katrina	HHS	0.20	English	5/28/21	Extra Period

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Classified Personnel Actions

MEETING DATE: February 10, 2021

FROM: Molly Parks, Asst. Superintendent, Human Resources

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the classified personnel actions as submitted.

BACKGROUND:

The attached lists of classified personnel actions are submitted in accordance with the District, SCCCE Agreement and the Merit Rules.

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

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

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

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

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

CLASSIFIED EMPLOYEE ACTIONS

Reviewed by Classified Personnel Director: Keneé Houser 2/1/21

•Employment Actions Concerning Regular Assignments•

Probationary (New Hires or Temporary Employees Made Regular):

Bermudez, Victor, Paraeducator-Special Education - HHS, 5 hrs/9 mos, effective 1/7/21

Brown, Olivia, Paraeducator-Special Education - MHMS, 5 hrs/9 mos, effective 1/6/21

Flores, Evelyn, Paraeducator - MHMS, 3.5 hrs/9 mos, effective 2/1/21

Gill, Madison, Paraeducator-Special Education - MHMS, 5 hrs/9 mos, effective 1/25/21

Manzo, Dorthy, Paraeducator-Acad. Intervention - HH, 3.6 hrs/9 mos, effective 1/5/21

Rocha, Ana Rosa, Paraeducator-Acad. Intervention - GA, 3.9 hrs/9 mos, effective 1/5/21

Increase/Reduction in FTE - Months/Hours of Service:

Castaneda, Frances, School Bus Driver - TR, from 8 hrs/9 mos to 8 hrs/11 mos, effective 1/29/21

Higgins, Tamara, Career Development Specialist - SP, from 6 hrs/9 mos to 7.2 hrs/9 mos, effective 1/6/21

Promotion:

Markova, Nadia from Paraeducator to Paraeducator-Acad Intervention - WL, 3 hrs/9 mos, effective 12/9/20

Scholten, Ulrich from Food Service Worker I - FS, 3 hrs/9 mos to Delivery Driver-FS&N - FS, 5 hrs/9 mos, effective 1/4/21

Sliney, Lisa from Health Office Assistant - SC, 6 hrs/9 mos to Library Media Assistant - GA, 4 hrs/9 mos, effective 1/19/21

Promotion/Transfer:

Wofford, Klorissa from Health Office Assistant - HH, 3 hrs/9 mos to Health Office Assistant - BMS 3 hrs/9 mos and Attendance Technician - BMS 4 hrs/9 mos, effective 1/11/21

Transfer:

Gembe, Emmanuel, Night Custodian - 8 hrs/12 mos from HHS to SHS, effective 1/11/21

Mojica, Anarbol, Night Custodian - 8 hrs/12 mos from SHS to HHS, effective 1/11/21

Separation from Service:

Orellana, Jocelyn, Paraeducator-Acad. Intervention 1.5 hrs/9 mos, Paraeducator 1.5 hrs/9 mos, Yard Duty Monitor .8 hrs/9 mos - GA, resignation effective 1/27/21

Peterson, Scott, Playground Recess Coach - WL, 3 hrs/9 mos, effective 8/31/20

Rose, Lauren, School Administrative Assistant III - SC, 8 hrs/10 mos, resignation effective 1/22/21

Williams, Brenna, Administrative Assistant - MO, 8 hrs/12 mos, resignation effective 2/15/21

•**Limited Term Project (not to exceed 126 days)/Substitutes:** •

New Temporary Employees:

Cuddihy, Georgia, Paraeducator-Academic Intervention - SS, effective 1/28/21

French, John, Paraeducator-Academic Intervention - SS, effective 1/28/21

Geier, Jack, Paraeducator-Academic Intervention - SC, effective 1/28/21

Existing Temporary Employees/EWR:

Anderson, Mace, Paraeducator-Acad. Intervention - GA, not to exceed 65 hrs, 1/16 - 3/26/21

Avila Moreno, Mario, Paraeducator-Acad. Intervention - DL, not to exceed 70 hrs, 1/11 - 3/15/21

Buono, Jillian, Paraeducator-After School - HH, not to exceed 100 hrs, 12/16/20 - 6/4/21

Brauner, Abraham, Paraeducator-Acad. Intervention - MH, not to exceed 395 hrs, 12/17/20 - 5/27/21

Cuddihy, Georgia, Paraeducator-Acad. Intervention - SS, not to exceed 290 hrs, 2/1 - 6/4/21

Cusirramos, Mirella, Paraeducator-Acad. Intervention - DL, not to exceed 70 hrs, 1/11 - 3/15/21

Dungan, Molly, Paraeducator-Acad. Intervention - MH, not to exceed 500 hrs, 1/4 - 5/27/21

Fernandez, Maia, Paraeducator-After School - GA, not to exceed 100 hrs, 1/16 - 3/26/21

Hernandez, Maria, Paraeducator-Acad. Intervention - GA, not to exceed 50 hrs, 1/16 - 3/26/21

Hernandez, Maria J, Paraeducator-After School - HH, not to exceed 200 hrs, 12/16/20 - 6/15/21

Jakl, Sara, Paraeducator-Acad. Intervention - WL, not to exceed 90 hrs, 12/19/20 - 5/25/21

Markova, Nadia, Paraeducator-Acad. Intervention - WL, not to exceed 90 hrs, 12/19/20 - 5/27/21

Markowitz, David, Paraeducator-Acad. Intervention - MH, not to exceed 395 hrs, 12/17/20 - 5/27/21

Mendoza Chavez, Omar, Paraeducator-After School - HH, not to exceed 200 hrs, 12/16/20 - 6/15/21

Orellana, Jocelyn, Paraeducator-Acad. Intervention - GA, not to exceed 35 hrs, 1/4 - 1/29/21

Pavisic-Bogren, Senka, Paraeducator-Acad. Intervention - SS, not to exceed 264 hrs, 1/18 - 5/15/21

Perez, Venus, Paraeducator-After School - HH, not to exceed 200 hrs, 12/16/20 - 6/15/21

Perry, Theresa, Paraeducator-Acad. Intervention - WL, not to exceed 35 hrs, 1/25 - 5/25/21
Ripley Phipps, Gabriella, Paraeducator-Acad. Intervention - SS, not to exceed 264 hrs, 1/18 - 5/15/21

Existing Regular Employees/EWR:

Carranza, Helena, Paraeducator - DL, not to exceed 80 hrs, 1/4 - 3/16/21
Elliott Perkins, Pamela, School Administrative Assistant II - BMS, not to exceed 9 hrs, 1/13 - 1/15/21
Fernandez, Maia, Program Coordinator-After School - GA, not to exceed 210 hrs, 1/4 - 5/27/21
Geffken, Donna, ELPAC Examiner - C&I, not to exceed 90 hrs, 1/16-6/15/21
Gonzales, Elisa, ELPAC Examiner - C&I, not to exceed 105 hrs, 1/16-6/15/21
Hendrix, Caitlin, Paraeducator-Academic Intervention - DL, not to exceed 80 hrs, 1/6 - 3/15/21
Herman, Janet, ELPAC Examiner - C&I, not to exceed 90 hrs, 1/16-6/15/21
Hilliard, Tara, Paraeducator-Special Education - DL, not to exceed 2.5 hrs, 1/6 - 1/13/21
Lawrence, Gloriana, Paraeducator-Academic Intervention - DL, not to exceed 40 hrs, 1/6 - 3/15/21
Lopez, Areli, ParaeducatorAcademic Intervention - GA, not to exceed 210 hrs, 1/16 - 5/27/21
Mansnerus, Lidia, Paraeducator-Academic Intervention - DL, not to exceed 80 hrs, 1/6 - 3/15/21
Marizette, Gail, Office Assistant - BV, not to exceed 117 hrs, 2/2 - 5/27/21
Mongiello, Olivia, Paraeducator-Acad. Intervention - BV, not to exceed 30 hrs, 1/11 - 3/15/21
Moreno, Eduardo, Paraeducator-Acad. Intervention - GA, not to exceed 210 hrs, 1/16 - 5/27/21
Mullins, Marsha, Paraeducator-Acad. Intervention - DL, not to exceed 40 hrs, 1/4 - 2/26/21
Pachon Velasquez, Nancy, Paraeducator-Special Ed - DL, not to exceed 2.5 hrs, 1/6 - 1/13/21
Perez, Autumn, ELPAC Examiner - C&I, not to exceed 90 hrs, 1/16-6/15/21
Powell Aguilar, Mayra, Paraeducator-Acad. Intervention - DL, not to exceed 80 hrs, 1/6 - 3/15/21
Serna Castaneda, Jessica, ELPAC Examiner - C&I, not to exceed 105 hrs, 1/16-6/15/21
Wofford, Klorissa, Campus Safety Supervisor - BMS, not to exceed 92 hrs, 1/11 - 5/27/21
Wong, Daisy, ELPAC Examiner - C&I, not to exceed 90 hrs, 1/16-6/15/21
Zamora, Jasmine, Paraeducator-Acad. Intervention - GA, not to exceed 55 hrs, 1/4 - 3/5/21

Retired Employees/EWR:

Glasgow, Amy, ELPAC Examiner - C&I, not to exceed 95 hrs, 1/16-6/15/21

Stipends:

Geffken, Donna, Corre La Voz Coordinator - BV, \$2,500, 1/18 - 5/14/21

•Eligibility Lists Established•

School Bus Driver

Paraeducator

Paraeducator - Academic Intervention

Health Office Assistant

School Administrative Assistant III

School Administrative Assistant IV

SANTA CRUZ CITY SCHOOLS DISTRICT

AGENDA ITEM: Tentative Agreement between the Greater Santa Cruz Federation of Teachers and Santa Cruz City Schools

MEETING DATE: February 10, 2021

FROM: Molly Parks, Assistant Superintendent, Human Resources

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Tentative Agreement between the Greater Santa Cruz Federation of Teachers and Santa Cruz City Schools for the 2021-2022 Academic Calendar.

BACKGROUND:

A Tentative Agreement was reached on February 2, 2021 regarding the 2021-22 academic calendar. Negotiations will continue for 2021-2022 calendar, including conference and professional development days, that will be added to this calendar.

FISCAL IMPACT:

Undetermined

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

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

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

Tentative Agreement on 2021-22 Calendar

SCCS and GSCFT agree upon the attached calendars with the additional items to continue to be negotiated for the calendar: Elementary Conference Day and Work Day and additional day(s) for Professional Development. GSCFT and SCCS will negotiate placement of Elementary Conference day and Work day. GSCFT and SCCS will negotiate placement of any PD days to be added. All other items that were sunshined for 2020-21 will continue to be negotiated.

Cary E C
2/2/21

Molly Parky
2/2/21

Elementary School Calendar 2021-2022

2021

July

S	M	T	W	T	F	S
				1	2	
	5	6	7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	
	26	27	28	29	30	

5- Holiday: Independence Day

August

S	M	T	W	T	F	S
	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30	31				

9-10 "Teacher Work Days"
11- "First Student Day"

September

S	M	T	W	T	F	S
			1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30		

6- Holiday: Labor Day

October

S	M	T	W	T	F	S
					1	
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	

November

S	M	T	W	T	F	S
	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	
	29	30				

11- Holiday: Veteran's Day
24 to 26- Holiday: Thanksgiving B

December

S	M	T	W	T	F	S
			1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30	31	

20 to 31- Holiday: Winter Break

2022

January

S	M	T	W	T	F	S
	3	4	5	6	7	
	10	11	12	13	14	
	17	18	19	20	21	
	24	25	26	27	28	
	31					

3- Holiday: New Year's Day
4- Local Holiday
5- Back to school
17- Holiday M.L. King Jr. Day

February

S	M	T	W	T	F	S
		1	2	3	4	
		7	8	9	10	11
	14	15	16	17	18	
	21	22	23	24	25	
	28					

11- Holiday: Lincoln's B'day
14 - Holiday: President's B'day

March

S	M	T	W	T	F	S
		1	2	3	4	
		7	8	9	10	11
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30	30		

April

S	M	T	W	T	F	S
					1	
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	

4 to 8- Spring Break

May

S	M	T	W	T	F	S
	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30	31				

26- Last Student Day
27- "Teacher Work Day"
30- Holiday: Memorial Day

June

S	M	T	W	T	F	S
			1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30		

Key

 = Legal/Local Holiday/Breaks

 = First/Last Day of school

 = Teacher Work Day

 = Parent Conference Day

182 =Student Days

Board Approved on

Secondary School Calendar 2021-2022

2021

July						
S	M	T	W	T	F	S
	5	6	7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	
	26	27	28	29	30	

5- Holiday: Independence Day

August						
S	M	T	W	T	F	S
	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30	31				

9-10 "Teacher Work Days"
11- "First Student Day"

September						
S	M	T	W	T	F	S
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30		

6- Holiday: Labor Day

October						
S	M	T	W	T	F	S
					1	
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	

November						
S	M	T	W	T	F	S
	1	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	26	
	29	30				

11- Holiday: Veteran's Day
24 to 26- Holiday: Thanksgiving B

December						
S	M	T	W	T	F	S
			1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30	31	

17-End of First Semester
20 to 31- Holiday: Winter Break

2022

January						
S	M	T	W	T	F	S
	3	4	5	6	7	
	10	11	12	13	14	
	17	18	19	20	21	
	24	25	26	27	28	
	31					

3- Holiday: New Year's Day
4- Local Holiday
5- Teacher Work Day
6 - Professional Development Day
7- Back to school
17- Holiday M.L King Jr. Day

February						
S	M	T	W	T	F	S
		1	2	3	4	
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28					

11- Holiday: Lincoln's B'day
14 - Holiday: President's B'day

March						
S	M	T	W	T	F	S
		1	2	3	4	
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30	31		

April						
S	M	T	W	T	F	S
					1	
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	22	
	25	26	27	28	29	

4 to 8- Spring Break





May						
S	M	T	W	T	F	S
	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30	31				

26- Last Student Day
27- "Teacher Work Day"
30- Holiday: Memorial Day

June						
S	M	T	W	T	F	S
			1	2	3	
	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30		

180 =Student Days

Key

-  = Legal/Local Holiday/Breaks
-  = First/Last Day of school
-  = Teacher Work Day
-  = Professional Development Day

Board Approved on

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Gifts

MEETING DATE: February 10, 2021

FROM: Kris Munro, Superintendent

RECOMMENDATION:

Accept the following gifts donated to the Santa Cruz City School District.

BACKGROUND:

Pursuant to Board Policy/Regulation 3290, the Governing Board may accept on behalf of and for the District, any bequest, gift of money or gift of property, valued at \$100 or more, that is presented to the District. A letter of appreciation will be sent to the donors.

The Santa Cruz Education Foundation donated \$1,100 in Costco Gift Cards to support families impacted by the CZU Lightening Complex Fires.

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

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

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM Memorandum of Understanding and Consultant Services Agreement: SEEDS Restorative Justice

MEETING DATE: February 10, 2021

FROM: Dorothy Coito, Assistant Superintendent Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Memorandum of Understanding for SEEDS, Restorative Justice training at Branciforte Small Schools.

BACKGROUND:

This is the third and final year of the Restorative Justice Implementation Plan at Branciforte Small Schools. SEEDS Restorative Justice Practices provides training to schools on the fundamental principles of Restorative Justice, as well as the implementation of key practices. Restorative Justice practices aim to establish a positive school culture and addresses the district strategic focus area on school connectedness.

Evaluation criteria

The impact of the program will be evaluated based on student attendance, grades, discipline data. The training will be evaluated through staff feedback.

FISCAL IMPACT:

\$13,750 – Comprehensive Support and Improvement (CSI) Grant (Restricted)

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

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

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

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

AGENDA ITEM: 8.2.1.1



SEEDS

School Services

Memorandum of Understanding

1. Parties:

This Memorandum of Understanding (hereinafter referred to as MOU) is made and entered into between **Branciforte Smalls Schools Campus** and **SEEDS Community Resolution Center**, whose address is 2530 San Pablo Ave., Berkeley, CA 94702.

2. Purpose:

The purpose of this MOU is to establish the terms of the training and workshop services to be provided by **SEEDS Community Resolution Center** for **Branciforte Smalls Schools Campus**.

3. Description of the Services to be Provided:

SEEDS shall provide facilitation for up to 2 full day (6 hour) training and 1 half day (3 hour) training for up to 45 participants as well as up to 7 hours of coaching.

4. Times, Dates and Location:

The dates are yet to be determined but will be spaced out throughout Spring 2021 semester.

5. Services Provided by SEEDS:

SEEDS will provide a total of 15 coaching hours and up to 7 hours of coaching for school administrators.

Service	Price	Total
(1) 6-hour for up to 45	(1) \$6,000	\$6,000
(3) 2-hour for up to 45	(2) \$2,000	\$6,000
(7) hours of coaching	(7) @ \$250/hr	\$1,750
Total		\$13,750

6. Services Provided by Client:

Ensuring that all staff has access to handouts and materials as shared by SEEDS staff.

7. Scope of this Memorandum of Understanding:

The parties agree that this MOU is effective only for the project specified.

8. Rights to Training Materials:

The parties agree that SEEDS retains all rights to training and facilitation materials and content prepared by the Instructor and SEEDS.

9. Payment:

2530 San Pablo Ave. Suite A, Berkeley, CA 94702 | (510) 548-2377 | www.seedsrc.org

Total payment is agreed in the total amount of **\$16,750** to include services as well as planning, prep, delivery, etc. SEEDS will invoice **\$8,375** on January 12, 2021 and the remaining **\$8,375** on March 17, 2021.

10. Cancellation:

The parties agree that it may be necessary to cancel or postpone the training due to emergency. In the event of such emergency cancellation, the parties may, but are not required to agree to an alternate date.

11. SEEDS Mailing List:

SEEDS maintains a mailing list of current clients so that we can easily inform you of upcoming trainings and events and the release of relevant resources and materials. It is our practice to automatically add a new client to our mailing list, unless the client specifically requests not to be added.

By their signatures below, the undersigned parties and/or their authorized representatives agree to the foregoing:

Sign (and print name above)
Branciforte Small Schools



Date

December 7, 2020

Aleida Moreno, School Services Manager
SEEDS Community Resolution Center

Date

SANTA CRUZ CITY SCHOOLS

AGENDA ITEM: Development Group Inc. Contract: Managed Internal Broadband Services

MEETING DATE: February 10, 2021

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the contract with Development Group Inc. for Managed Internal Broadband Services

BACKGROUND:

Managed Internal Broadband Services from Development Group Inc. will be an essential service for Information Technology. While staff are continually learning about the new Meraki network equipment, the Cisco VoIP phone system and the enterprise storage network, Managed Internal Broadband Services can offer support and monitoring for these new services.

Having the knowledgeable and available support from Managed Internal Broadband Services will maximize efficiency for technology support response times. Staff will be able to learn the operational aspects of the new systems with professional guidance. Managed Internal Broadband Services also offers network monitoring, professional network diagrams, configuration backups, upgrades, and vendor support interactions, all of which will ensure Information Technology remains efficient and effective while integrating the new systems.

FISCAL IMPACT:

Services	E-rate %	Price per month	Months	Total Cost - No Taxes
Managed Internal Broadband Services	100 %	\$4,697.78	8	\$37,582.24
E-rate Universal Service Administrative Company	60 %	\$2,818.67	8	\$22,549.34
Santa Cruz City Schools	40 %	\$1,879.11	8	\$15,032.90

\$15,032.90 per year, E-rate Funds (Restricted)

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

AGENDA ITEM: 8.2.1.2

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.



Description:
**E-rate 2020 - Managed Network Services -
2/1/2021 to 9/30/2021**

Bill To: SANTA CRUZ CITY SCHOOLS 133 Mission St Santa Cruz, CA 95060-3754	Ship To: SANTA CRUZ CITY SCHOOLS 133 Mission St Santa Cruz, CA 95060-3754	Sold To: SANTA CRUZ CITY SCHOOLS 133 Mission St Santa Cruz, CA 95060-3754
Created: 1/26/2021 Expires: 2/26/2021 Version: 1	Account Manager: nslocum Systems Engineer: asang	Payment Terms: Net 30

Product & Manufacturer Maintenance

Line No	Qty	Product	SMARTnet	Unit Price	Ext'd Price	Tax
1	8	DGI>ENABLE DGI>Enable Monthly Network Monitoring & Support Services - Cisco/Cisco Meraki Firewall/Switch/Wireless For Services 2/1/2021 Through 9/30/2021 See Service notes for Details		4,697.78	37,582.24	
Need more time to get important stuff done? Ask us about 				Subtotal	\$37,582.24	
				Handling	\$0.00	
				Estimated Sales Tax (9.25%)	\$0.00	
				SMARTnet	\$0.00	
				Professional Services	\$0.00	
				Shipping	\$0.00	
				Total	\$37,582.24	

Company:
SANTA CRUZ CITY SCHOOLS

Description:
**E-rate 2020 - Managed Network Services -
2/1/2021 to 9/30/2021**



Proposal #25181

Proposal Notes

Service Features to Include

- Remote technical support and troubleshooting between the hours of 7:00 AM PST and 6:00 PM PST Monday through Friday, excluding DGI observed holidays
- 24x7x365 Emergency support via the Network Operations Center hotline (additional fees required)
- System health monitoring of network devices and other configuration items
- Severity based escalations and notifications of Incidents and Outages
- Online web portal, accessible by either party for purposes of submitting Service Requests and obtaining other Operational information
- Requests for moves, adds, changes and deletes (MACDs) on DGI supported Configuration Items, services, or other customer owned assets
- Management of network device configuration backups
- Software/IOS upgrades
- Patch management
- Device Inventory and Asset Information via the Auvik portal
- Network topology diagrams via the Auvik portal
- Out of Service Events (Vendor Management)
- Pre-Deployment Software Configurations
- Management action authentication, authorization, and accounting of commands
- Change control process administration for best practice

Current Assessed Cisco Meraki Hardware Device Inventory to Be Managed

- Cisco Meraki MS425-32X-HD (11)
- Cisco Meraki MS355-48X-HD (75)
- Cisco Meraki MS355-24X-HD (55)
- Cisco Meraki MX100 – Advanced Security (1)
- Cisco Meraki MR53E-HW (624)
- Cisco Meraki MA-ANT-3-A6 (624)

Service Exclusions (Billed at Standard Service Rates)

- On site troubleshooting and support
- Replacement of customer’s owned network hardware by DGI owned assets
- Software entitlement and licensing
- Hardware warranty
- Management and procurement of Support contracts including Meraki Subscriptions
- End user device support and their workstations

Payment, Delivery, and other items:

This proposal is incorporated into the Master Work Contract labeled "AGREEMENT FOR PURCHASE OF PRODUCTS AND/OR SERVICES"

Unopened products can be returned within 30 days of delivery to the Owner or DGI (if shipped there for installation and preparation). Open products cannot be returned. Owner shall be responsible for all shipping costs.

This quote assumes that all work will be performed during standard business hours.

If quote expires, it may be necessary to re-quote materials due to pricing changes.

Acceptance:

I authorize the foregoing statement of work and direct DGI to immediately begin the fulfillment thereof:

“CUSTOMER” Date

Company:
SANTA CRUZ CITY SCHOOLS

Description:
**E-rate 2020 - Managed Network Services -
2/1/2021 to 9/30/2021**



Proposal #25181

About Sales Tax

Items sold by Development Group, Inc. and shipped to destinations in California and Nevada are subject to sales tax.

If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time and invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged.

About Product Returns

Development Group, Inc. ("DEVGRU") only accepts the return of Products (a) that DEVGRU has the right to return to the applicable manufacturers or suppliers, (b) for which DEVGRU receives your written request for return within FOURTEEN (14) DAYS from the date of the invoice for such Products, and (c) that are factory sealed in fully resalable condition or which are Dead on Arrival ("DoA"). Except for Products returned because they are defective or DoA, to be eligible for return, Products must be in resalable condition, complete, unused and unopened, with the outer seal intact. Products that do not meet these conditions are not eligible for return and will be returned to you. Eligible Product returns will receive a credit that will be issued at the original purchase price that you paid for the Product only if your account is current. DEVGRU may return to you, any Product not authorized for return (an "Unauthorized Return") at your expense, or DEVGRU may, at its sole discretion, issue a credit for the current price of the Product, less a thirty percent (30%) restocking fee. DEVGRU is not liable for any loss or damage to Unauthorized Returns.

Company & Payment Information

Mailing Address

Development Group, Inc.
PO Box 991484
Redding, CA 96099-1484

Phone: (530) 229-0071
Fax: (530) 248-3415

Payment Information

Development Group, Inc.
32880 Collections Center Dr
Chicago, IL 60693

Federal Tax ID: 26-3740919

Note: All wire transfers must be made in US Dollars

Office Locations

Development Group, Inc.
6704 Lockheed Dr
Redding, CA 96002

Wire Transfer Information

Domestic Wire Transfer (U.S.)
Wire Routing Transit Number (RTN): 026009593
Bank Name: Bank of America
City, State: Chicago, IL
Account Number: 8188065595
Title of Account: DEVELOPMENT GROUP INC

ACH Information

ACH Transfer (U.S.)
Routing Transit Number (RTN): 071000039
Bank Name: Bank of America
City, State: Chicago, IL
Account Number: 8188065595
Title of Account: DEVELOPMENT GROUP INC



Santa Cruz City Schools

RFP for Managed Network Services (NaaS)

E-Rate Year 23 (2020-2021)

Form 470 #: 200028999



Cover Letter

Santa Cruz City Schools
Attn: Curtis Gomez
133 Mission Street, Suite 100
Santa Cruz, CA 95060

March 24, 2020

RE: Request for Proposal for Managed Network Services (470 #200028999)

We would like to formally thank you for the opportunity to provide a response to your E-Rate RFP for Santa Cruz City Schools. Development Group, Inc. chooses to focus solely on the public sector, and over 85% of our clientele is K-12. We pride ourselves on being a strategic partner that aligns our designs and deliverables with the objectives and of the district. DGI specifically focuses on identifying and facilitating business outcomes. Due to our focus and approach, DGI was selected as one of only three vendors in the entire state to represent ACSA as a network technology company.

Our aspiration is not to simply provide you with the lowest price; we want to truly align our resources around what matters most to you. It is critical to ensure that the network architecture contributes towards your objectives such as operational sustainability, SBAC- readiness, student success, and local control funding initiatives – just to name a few.

In the spirit of earning your business, we hope the time we spent to prepare this RFP is apparent. Once the RFP process is concluded, we look forward to continuing our partnership with SCCS and investing the time and resources necessary to ensure your success.

Sincerely,

Natalie Slocum

Sr. Account Manager
Development Group, Inc.
(530) 646-3673
nslocum@development-group.net

(530) 229-0071
WWW.DGINEXT.COM



59/339

6704 LOCKHEED DR,
REDDING, CA 96002

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Walnut Creek Elementary School District	7

Introduction

Development Group, Inc. (DGI) is pleased to present Santa Cruz City Schools with a proposal for your E-Rate Year 23 RFP for Managed Internal Broadband Service. We have developed a proposal representative of your expressed needs and objectives, so it is with great pleasure that we are presenting it to you now.

DGI is an IT partner with a specific focus on K-12 and higher education organizations. For more than a decade this exclusive focus has allowed us to establish significant and business-relevant expertise in the public sector specific to education. As such, we specialize in analyzing important business and educational objectives of an organization and design impactful solutions that contribute relevant criteria. By doing this, we help establish IT Relevancy. A highly specific focus on our core competencies of switching, routing, security, wireless, video, and voice allow us to deliver solutions to our customers that have meaningful impact to the organization's objectives. Our services yield tailored designs while our implementations ensure that they are introduced into organizations appropriately and concisely. DGI aims to define itself by executing deliverables in a timely manner and building our customer relationships through effective communication.

DGI History

Development Group, Inc. (DGI) was founded by Dan Lockwood in 2009 as a seasoned veteran in the education vertical and Cisco. DGI was formed with one primary objective: leveraging passion and skills within technology to provide service to the public sector, with a special interest in those that educate. It has been our mission to provide our customer with solutions mapped directly to their business objectives. We have been serving the west coast since inception (namely California and Oregon). DGI is recognized by our partners and competitors as a very capable resource for public sector.

DGI has grown rapidly into a business that serves the educational community with individualized care, and has been listed on Inc. 5000's Fastest Growing Companies in the US four different times in the past five years as well as having been voted Shasta County's best place to work twice. In 2016 Cisco acknowledged Development Group as Partner of the Year and Breakaway Partner of the Year.

In support of the education industry, we have partnered with CITE, ACSA, CASH, SSDA, and CASBO.

Company Information

Included herein:

- ▶ Spin Number: 143033063
- ▶ DGI accepts both SPI & BEAR method of billing
- ▶ FCC Registration Number (FRN): 0018402131
- ▶ Green Light Status:



The screenshot shows the FCC's Red Light Display System (RLDS) interface. At the top, it says "Red Light Display System (RLDS)". Below that, it says "Red Light Display System". The main content area shows the "Current Status of FRN 0018402131" as "STATUS: Green". A message states: "You have no delinquent bills which would restrict you from doing business with the FCC." Below this, it says: "The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 02/18/2020 at 6:32 AM; it is updated once each business day at about 7 a.m., ET."

Cisco Reseller information

Full Address

A DEVELOPMENT GROUP INC
6704 LOCKHEED DR
REDDING, CA 96002 USA

Description*

Cisco VAR

* Please note that partner supplied data is not verified by Cisco

Partner Since

More than 5 years

RESELLER CERTIFICATION

PREMIER CERTIFIED PARTNER
REGISTERED PARTNER

RESELLER SPECIALIZATION

ADVANCED COLLABORATION ARCHITECTURE SPECIALIZATION
ADVANCED ENTERPRISE NETWORKS ARCHITECTURE
SPECIALIZATION

AUTHORIZATION

EA COLLAB - CUST COLLAB
BUYING MODELS COMMERCE CERTIFICATION
AUTHORIZED SECURITY INCUMBENCY RENEWALS
EA C1 - ACCESS WIRELESS SWITCHING WAN
SAAS SIMPLE RESALE
MERAKI CONFIRMED PARTNER
CISCO OPEN STACK PRIVATE CLOUD

OTHER

REGULAR TRY AND BUY

California Secretary of State site info:

C3167291 DEVELOPMENT GROUP, INC.

Registration Date:	11/03/2008
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC STOCK
Status:	ACTIVE
Agent for Service of Process:	DANIEL LOCKWOOD 6704 LOCKHEED REDDING CA 96002
Entity Address:	6704 LOCKHEED DR REDDING CA 96002
Entity Mailing Address:	PO BOX 991484 REDDING CA 96099

Company Contact information:

Mailing Address:	Phone: (530) 229-0071
PO Box 991484	Fax: (530) 248-3415
Redding, CA 96099-1484	Website:
	www.dginext.com

Key RFP Contact:	Contract Contact:
Natalie Slocum	Tony Jenkins
Sr. Account Manager	Operations Director, DGI
nslocum@development-group.net	tjenkins@development-group.net
(530) 646-3673	(530) 229-0071

(530) 229-0071
WWW.DGINEXT.COM



63/339

6704 LOCKHEED DR,
REDDING, CA 96002

Price Proposals & Service Description

- ▶ Price Proposals
 - Proposal 23142 – 15 month term
 - Proposal 23143 – 12 month extension
 - Proposal 23092 – 5 year term (Alternate Option)
- ▶ Service Description and Agreement

Company:
SANTA CRUZ CITY SCHOOLS

Requested By:
Curtis Gomez
Director, Information Technology

Description:
**E-rate 2020 - Managed Network Services - 15
Month Original Term**



Proposal #23142

Bill To: SANTA CRUZ CITY SCHOOLS 405 OLD SAN JOSE RD SOQUEL, CA 95073-2213	Ship To: SANTA CRUZ CITY SCHOOLS 405 OLD SAN JOSE RD SOQUEL, CA 95073-2213	Sold To: SANTA CRUZ CITY SCHOOLS 405 OLD SAN JOSE RD SOQUEL, CA 95073-2213
Created: 3/24/2020 Expires: 4/24/2020 Version: 1	Account Manager: nslocum Systems Engineer: asang	Payment Terms: Net 30

Product & Manufacturer Maintenance

Line No	Qty	Product	SMARTnet	Unit Price	Ext'd Price	Tax
1	15	DGI>ENABLE DGI>Enable Monthly Network Monitoring & Support Services - Cisco/Cisco Meraki Firewall/Switch/Wireless and Collaboration Environment 15 Month Agreement Starting July 1, 2020 and Ending September 30, 2021 See Service notes for Details		4,697.78	70,466.70	
Need more time to get important stuff done? Ask us about 				Subtotal	\$70,466.70	
				Handling	\$0.00	
				Estimated Sales Tax (9.%)	\$0.00	
				SMARTnet	\$0.00	
				Professional Services	\$0.00	
				Shipping	\$0.00	
				Total	\$70,466.70	

Company:
SANTA CRUZ CITY SCHOOLS

Requested By:
Curtis Gomez
Director, Information Technology

Description:
**E-rate 2020 - Managed Network Services - 15
Month Original Term**



Proposal #23142

Proposal Notes

Service Features to Include

- Remote technical support and troubleshooting between the hours of 7:00 AM PST and 6:00 PM PST Monday through Friday, excluding DGI observed holidays
- 24x7x365 Emergency support via the Network Operations Center hotline (additional fees required)
- System health monitoring of network devices and other configuration items
- Severity based escalations and notifications of Incidents and Outages
- Online web portal, accessible by either party for purposes of submitting Service Requests and obtaining other Operational information
- Requests for moves, adds, changes and deletes (MACDs) on DGI supported Configuration Items, services, or other customer owned assets
- Management of network device configuration backups
- Software/IOS upgrades
- Patch management
- Device Inventory and Asset Information via the Auvik portal
- Network topology diagrams via the Auvik portal
- Out of Service Events (Vendor Management)
- Pre-Deployment Software Configurations
- Management action authentication, authorization, and accounting of commands
- Change control process administration for best practice

Current Assessed Cisco Meraki Hardware Device Inventory to Be Managed

- Cisco Meraki MS425-32X-HD (11)
- Cisco Meraki MS355-48X-HD (75)
- Cisco Meraki MS355-24X-HD (55)
- Cisco Meraki MX100 – Advanced Security (1)
- Cisco Meraki MR53E-HW (624)
- Cisco Meraki MA-ANT-3-A6 (624)

Collaboration Environment to be Managed

- Cisco Emergency Responder Users (589)
- Cisco Jabber Clients (589)
- Cisco Unified Communications Users (589)

Service Exclusions (Billed at Standard Service Rates)

- On site troubleshooting and support
- Replacement of customer’s owned network hardware by DGI owned assets
- Software entitlement and licensing
- Hardware warranty
- Management and procurement of Support contracts including Meraki Subscriptions
- End user device support and their workstations

Payment, Delivery, and other items:

This proposal is incorporated into the Master Work Contract labeled "AGREEMENT FOR PURCHASE OF PRODUCTS AND/OR SERVICES"

Unopened products can be returned within 30 days of delivery to the Owner or DGI (if shipped there for installation and preparation). Open products cannot be returned. Owner shall be responsible for all shipping costs.

This quote assumes that all work will be performed during standard business hours.

If quote expires, it may be necessary to re-quote materials due to pricing changes.

Acceptance:

I authorize the foregoing statement of work and direct DGI to immediately begin the fulfillment thereof:

“CUSTOMER” Date

Company:
SANTA CRUZ CITY SCHOOLS

Requested By:
Curtis Gomez
Director, Information Technology

Description:
**E-rate 2020 - Managed Network Services - 15
Month Original Term**



Proposal #23142

About Sales Tax

Items sold by Development Group, Inc. and shipped to destinations in California and Nevada are subject to sales tax.

If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time and invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged.

About Product Returns

Development Group, Inc. ("DEVGRU") only accepts the return of Products (a) that DEVGRU has the right to return to the applicable manufacturers or suppliers, (b) for which DEVGRU receives your written request for return within FOURTEEN (14) DAYS from the date of the invoice for such Products, and (c) that are factory sealed in fully resalable condition or which are Dead on Arrival ("DoA"). Except for Products returned because they are defective or DoA, to be eligible for return, Products must be in resalable condition, complete, unused and unopened, with the outer seal intact. Products that do not meet these conditions are not eligible for return and will be returned to you. Eligible Product returns will receive a credit that will be issued at the original purchase price that you paid for the Product only if your account is current. DEVGRU may return to you, any Product not authorized for return (an "Unauthorized Return") at your expense, or DEVGRU may, at its sole discretion, issue a credit for the current price of the Product, less a thirty percent (30%) restocking fee. DEVGRU is not liable for any loss or damage to Unauthorized Returns.

Company & Payment Information

Mailing Address

Development Group, Inc.
PO Box 991484
Redding, CA 96099-1484

Phone: (530) 229-0071
Fax: (530) 248-3415

Payment Information

Development Group, Inc.
32880 Collections Center Dr
Chicago, IL 60693

Federal Tax ID: 26-3740919

Office Locations

Development Group, Inc.
6704 Lockheed Dr
Redding, CA 96002

Wire Transfer Information

Domestic Wire Transfer (U.S.)
Wire Routing Transit Number (RTN): 026009593
Bank Name: Bank of America
City, State: Chicago, IL
Account Number: 8188065595
Title of Account: DEVELOPMENT GROUP INC

International Wire Transfer
Wire Routing Transit Number:
026009593
SWIFT Code: BOFAUS3N
Bank Name: Bank of America
City, State: Chicago, IL
Account Number: 8188065595
Title of Account: DEVELOPMENT
GROUP INC

Note: All wire transfers must be made in US Dollars

Company:
SANTA CRUZ CITY SCHOOLS



Proposal #23143

Requested By:
Curtis Gomez
Director, Information Technology

Description:
**E-rate 2020 - Managed Network Services - 12
Month Extension**

Bill To: SANTA CRUZ CITY SCHOOLS 405 OLD SAN JOSE RD SOQUEL, CA 95073-2213	Ship To: SANTA CRUZ CITY SCHOOLS 405 OLD SAN JOSE RD SOQUEL, CA 95073-2213	Sold To: SANTA CRUZ CITY SCHOOLS 405 OLD SAN JOSE RD SOQUEL, CA 95073-2213
Created: 3/24/2020 Expires: 4/24/2020 Version: 1	Account Manager: nslocum Systems Engineer: asang	Payment Terms: Net 30

Product & Manufacturer Maintenance

Line No	Qty	Product	SMARTnet	Unit Price	Ext'd Price	Tax
1	12	DGI>ENABLE DGI>Enable Monthly Network Monitoring & Support Services - Cisco/Cisco Meraki Firewall/Switch/Wireless and Collaboration Environment 12 Month Extention Starting October 1, 2021 and Ending September 30, 2022 See Service notes for Details		4,697.78	56,373.36	
Need more time to get important stuff done? Ask us about 				Subtotal	\$56,373.36	
				Handling	\$0.00	
				Estimated Sales Tax (9.%)	\$0.00	
				SMARTnet	\$0.00	
				Professional Services	\$0.00	
				Shipping	\$0.00	
				Total	\$56,373.36	

Company:
SANTA CRUZ CITY SCHOOLS

Requested By:
Curtis Gomez
Director, Information Technology

Description:
**E-rate 2020 - Managed Network Services - 12
Month Extension**



Proposal #23143

Proposal Notes

Service Features to Include

- Remote technical support and troubleshooting between the hours of 7:00 AM PST and 6:00 PM PST Monday through Friday, excluding DGI observed holidays
- 24x7x365 Emergency support via the Network Operations Center hotline (additional fees required)
- System health monitoring of network devices and other configuration items
- Severity based escalations and notifications of Incidents and Outages
- Online web portal, accessible by either party for purposes of submitting Service Requests and obtaining other Operational information
- Requests for moves, adds, changes and deletes (MACDs) on DGI supported Configuration Items, services, or other customer owned assets
- Management of network device configuration backups
- Software/IOS upgrades
- Patch management
- Device Inventory and Asset Information via the Auvik portal
- Network topology diagrams via the Auvik portal
- Out of Service Events (Vendor Management)
- Pre-Deployment Software Configurations
- Management action authentication, authorization, and accounting of commands
- Change control process administration for best practice

Current Assessed Cisco Meraki Hardware Device Inventory to Be Managed

- Cisco Meraki MS425-32X-HD (11)
- Cisco Meraki MS355-48X-HD (75)
- Cisco Meraki MS355-24X-HD (55)
- Cisco Meraki MX100 – Advanced Security (1)
- Cisco Meraki MR53E-HW (624)
- Cisco Meraki MA-ANT-3-A6 (624)

Collaboration Environment to be Managed

- Cisco Emergency Responder Users (589)
- Cisco Jabber Clients (589)
- Cisco Unified Communications Users (589)

Service Exclusions (Billed at Standard Service Rates)

- On site troubleshooting and support
- Replacement of customer’s owned network hardware by DGI owned assets
- Software entitlement and licensing
- Hardware warranty
- Management and procurement of Support contracts including Meraki Subscriptions
- End user device support and their workstations

Payment, Delivery, and other items:

This proposal is incorporated into the Master Work Contract labeled "AGREEMENT FOR PURCHASE OF PRODUCTS AND/OR SERVICES"

Unopened products can be returned within 30 days of delivery to the Owner or DGI (if shipped there for installation and preparation). Open products cannot be returned. Owner shall be responsible for all shipping costs.

This quote assumes that all work will be performed during standard business hours.

If quote expires, it may be necessary to re-quote materials due to pricing changes.

Acceptance:

I authorize the foregoing statement of work and direct DGI to immediately begin the fulfillment thereof:

Company:
SANTA CRUZ CITY SCHOOLS

Requested By:
Curtis Gomez
Director, Information Technology

Description:
**E-rate 2020 - Managed Network Services - 12
Month Extension**



Proposal #23143

About Sales Tax

Items sold by Development Group, Inc. and shipped to destinations in California and Nevada are subject to sales tax.

If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time and invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged.

About Product Returns

Development Group, Inc. ("DEVGRU") only accepts the return of Products (a) that DEVGRU has the right to return to the applicable manufacturers or suppliers, (b) for which DEVGRU receives your written request for return within FOURTEEN (14) DAYS from the date of the invoice for such Products, and (c) that are factory sealed in fully resalable condition or which are Dead on Arrival ("DoA"). Except for Products returned because they are defective or DoA, to be eligible for return, Products must be in resalable condition, complete, unused and unopened, with the outer seal intact. Products that do not meet these conditions are not eligible for return and will be returned to you. Eligible Product returns will receive a credit that will be issued at the original purchase price that you paid for the Product only if your account is current. DEVGRU may return to you, any Product not authorized for return (an "Unauthorized Return") at your expense, or DEVGRU may, at its sole discretion, issue a credit for the current price of the Product, less a thirty percent (30%) restocking fee. DEVGRU is not liable for any loss or damage to Unauthorized Returns.

Company & Payment Information

Mailing Address

Development Group, Inc.
PO Box 991484
Redding, CA 96099-1484

Phone: (530) 229-0071
Fax: (530) 248-3415

Payment Information

Development Group, Inc.
32880 Collections Center Dr
Chicago, IL 60693

Federal Tax ID: 26-3740919

Office Locations

Development Group, Inc.
6704 Lockheed Dr
Redding, CA 96002

Wire Transfer Information

Domestic Wire Transfer (U.S.)

Wire Routing Transit Number (RTN): 026009593
Bank Name: Bank of America
City, State: Chicago, IL
Account Number: 8188065595
Title of Account: DEVELOPMENT GROUP INC

International Wire Transfer

Wire Routing Transit Number:
026009593
SWIFT Code: BOFAUS3N
Bank Name: Bank of America
City, State: Chicago, IL
Account Number: 8188065595
Title of Account: DEVELOPMENT
GROUP INC

Note: All wire transfers must be made in US Dollars

Company:
SANTA CRUZ CITY SCHOOLS

Requested By:
Curtis Gomez
Director, Information Technology

Description:
**E-rate 2020 - Managed Network Services - 5
Year**



Proposal #23092

Bill To: SANTA CRUZ CITY SCHOOLS 405 OLD SAN JOSE RD SOQUEL, CA 95073-2213	Ship To: SANTA CRUZ CITY SCHOOLS 405 OLD SAN JOSE RD SOQUEL, CA 95073-2213	Sold To: SANTA CRUZ CITY SCHOOLS 405 OLD SAN JOSE RD SOQUEL, CA 95073-2213
Created: 3/16/2020 Expires: 4/16/2020 Version: 1	Account Manager: nslocum Systems Engineer: asang	Payment Terms: Net 30

Product & Manufacturer Maintenance

Line No	Qty	Product	SMARTnet	Unit Price	Ext'd Price	Tax
1	60	DGI>ENABLE DGI>Enable Monthly Network Monitoring & Support Services - Cisco/Cisco Meraki Firewall/Switch/Wireless and Collaboration Environment 5-Year Term Agreement See Service notes for Details 5% Multi-Year Discount Applied		4,462.89	267,773.40	
Need more time to get important stuff done? Ask us about 				Subtotal	\$267,773.40	
				Handling	\$0.00	
				Estimated Sales Tax (9.%)	\$0.00	
				SMARTnet	\$0.00	
				Professional Services	\$0.00	
				Shipping	\$0.00	
				Total	\$267,773.40	

Company:
SANTA CRUZ CITY SCHOOLS

Requested By:
Curtis Gomez
Director, Information Technology

Description:
**E-rate 2020 - Managed Network Services - 5
Year**



Proposal #23092

Recurring Services

Line No	Qty	Product	Unit of Measure	Unit Price	Ext'd Price
dgi>enable					
1	589	M-CUCM-ER dgi>enable - Cisco Emergency Responder User	Monthly	0.97	571.33
2	589	M-CUCM-IM dgi>enable - Cisco Jabber Client	Monthly	0.97	571.33
3	589	M-CUCM-USER-C1 dgi>enable - Cisco Unified Communications User	Monthly	4.84	2,850.76
Estimated Monthly Recurring Cost					\$3,993.42

Company:
SANTA CRUZ CITY SCHOOLS

Requested By:
Curtis Gomez
Director, Information Technology

Description:
**E-rate 2020 - Managed Network Services - 5
Year**



Proposal #23092

Proposal Notes

Service Features to Include

- Remote technical support and troubleshooting between the hours of 7:00 AM PST and 6:00 PM PST Monday through Friday, excluding DGI observed holidays
- 24x7x365 Emergency support via the Network Operations Center hotline (additional fees required)
- System health monitoring of network devices and other configuration items
- Severity based escalations and notifications of Incidents and Outages
- Online web portal, accessible by either party for purposes of submitting Service Requests and obtaining other Operational information
- Requests for moves, adds, changes and deletes (MACDs) on DGI supported Configuration Items, services, or other customer owned assets
- Management of network device configuration backups
- Software/IOS upgrades
- Patch management
- Device Inventory and Asset Information via the Auvik portal
- Network topology diagrams via the Auvik portal
- Out of Service Events (Vendor Management)
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- Change control process administration for best practice

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- Cisco Meraki MX100 – Advanced Security (1)
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Collaboration Environment to be Managed

- Cisco Emergency Responder Users (589)
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- Cisco Unified Communications Users (589)

Service Exclusions (Billed at Standard Service Rates)

- On site troubleshooting and support
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- Software entitlement and licensing
- Hardware warranty
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Payment, Delivery, and other items:

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If quote expires, it may be necessary to re-quote materials due to pricing changes.

Acceptance:

I authorize the foregoing statement of work and direct DGI to immediately begin the fulfillment thereof:

Company:
SANTA CRUZ CITY SCHOOLS

Requested By:
Curtis Gomez
Director, Information Technology

Description:
**E-rate 2020 - Managed Network Services - 5
Year**



Proposal #23092

About Sales Tax

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If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time and invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged.

About Product Returns

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Title of Account: DEVELOPMENT GROUP INC

International Wire Transfer
Wire Routing Transit Number:
026009593
SWIFT Code: BOFAUS3N
Bank Name: Bank of America
City, State: Chicago, IL
Account Number: 8188065595
Title of Account: DEVELOPMENT
GROUP INC



DGI>ENABLE

SERVICE DESCRIPTION

Development Group, Inc.

6704 Lockheed Drive
Redding, CA 96002

Main Office: (530) 229-0071

Network Operations Center: (530) 510-4300

Last Update: March 23, 2020

<p>Prepared by:</p> <p>Scott Ercoline</p> <p>Development Group, Inc.</p> <p>NOC@Development-Group.net</p> <p>(530) 229-0071</p> <p>6704 Lockheed Drive</p> <p>Redding, CA 96002</p> <p>http://dginext.com/</p>	<p>Prepared for:</p> <p>Curtis Gomez</p> <p>Santa Cruz City Schools</p> <p>cgomez@sccs.net</p> <p>(831) 429-3410</p> <p>405 Old San Jose Road</p> <p>Soquel, CA 95073-2213</p> <p>http://www.sccs.santacruz.k12.ca.us/</p>
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The information in this agreement is confidential and may not be altered, reproduced, shared or transmitted in any form or by any means, electronic or mechanical, for any purpose. Prohibited dissemination includes, but is not limited to, publishing or posting content to other websites or other repositories. Any non-confidential use must be authorized in writing and in advance by Development Group, Inc.

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Included Services & Features

Development Group, Inc's (DGI) "DGI>Enable" offering is a service provided to customers through its Network Operations Center (NOC). We agree to perform the following services under the terms and conditions outlined in DGI's Master Services Agreement (MSA).

The DGI>Enable service covers the specific items identified in the list below and subsequently detailed within this document. Any service not specifically identified in this document shall be considered out of scope for the DGI>Enable service offering and would require a separate agreement with respect to pricing. The DGI>Enable service offering includes the following features:

- Remote technical support and troubleshooting between the hours of 7:00 AM PST and 6:00 PM PST Monday through Friday, excluding DGI recognized holidays
- 24x7x365 emergency support via the NOC hotline
- Out of Service events (vendor management)
- System health monitoring of network devices and other infrastructure components
- Severity based escalations and notifications of incidents and outages
- Online web portal, accessible by either party for purposes of submitting service requests and obtaining other operational information
- Requests for moves, adds, changes and deletes (MACDs) on DGI supported network devices and services
- Management of network device configuration backups via Auvik
- Software/IOS upgrades
- Patch management
- Device inventory and asset information via the Auvik portal
- Network topology diagrams via the Auvik portal
- Pre-deployment software configurations
- Management action authentication, authorization, and accounting of commands
- Change control process administration for best practices

Included Configuration Items

The scope of this agreement covers the following configuration items:

Current Device List: Product Description	Vendor	Model	Quantity
32-Port X2 L3 mGig Switch	Meraki	MS425-32X-HD	11
48-Port L3 mGig Switch	Meraki	MS355-48X-HD	75
24-Port X2 mGig Switch	Meraki	MS355-24X-HD	55
Security Appliance (Firewall)	Meraki	MX100 – Advanced Security	1
Indoor Access Points	Meraki	MR53E-HW	585
Outdoor Access Points	Meraki	MR53E-HW	39
Fixed Antennae	Meraki	MA-ANT-3-A6	624
Emergency Responder User	Cisco	M-CUCM-ER	589
Jabber Client	Cisco	M-CUCM-IM	589
Unified Communications User	Cisco	M-CUCM-USER-C1	589

All other configuration items including firewalls, routers, wireless access points, or applications not listed in the table above are specifically excluded in the scope of this service agreement.

Service Components

This section of the document provides an overview for each service component contained in the DGI>Enable service offering.

Remote Monitoring of Network Devices

Monitoring the health of the customer's network infrastructure is a core component of the DGI>Enable service offering. DGI utilizes a third-party Remote Management & Monitoring (RMM) application called Auvik to ensure your infrastructure is healthy and available. If any period of degradation is encountered, appropriate actions will be taken by DGI NOC resources to eliminate or minimize impact to the production infrastructure.

Remote Technical Troubleshooting & Incident Management

Enterprise Networking includes remote troubleshooting of Cisco/Meraki routers, switches, wireless APs, firewalls, and other applications per the terms of the signed Master Agreement. DGI will incorporate Cisco TAC (with active SmartNet contracts and/or Meraki subscriptions) and other vendors when applicable. Troubleshooting during outages and other service impacting events can be facilitated with you remotely via Cisco WebEx.

Associated collaboration applications include troubleshooting database replication, service issues, current feature issues, phone hardware, UCS hardware, voice requirements, hosting TAC cases, and remediation of voice and call quality issues. Troubleshooting also includes hosting RMAs with Cisco TAC as needed (an active SmartNet contract is required).

Out of Service Events (Vendor Management)

This service bundle includes the management of third-party vendors as part of the DGI>Enable service contract. DGI will assist with case management in the case of ISP and/or voice outages. This service is contingent upon Santa Cruz City Schools facilitating contract and third-party vendor associations, contract numbers, and circuit IDs which may require interaction. Please note, DGI's NOC is not able to interact with third-party vendors in the case of service disputes and/or violations.

Software & IOS Upgrades

DGI will perform a software recommendation audit to all DGI>Enable managed Cisco/Meraki network infrastructure customers annually. While DGI can recommend updates, it is Santa Cruz City School's responsibility to ensure the appropriate service contracts are in place, and that internal maintenance policies are followed. Upgrades are to be conducted only during scheduled maintenance windows as coordinated by both parties and in alignment with adopted Change Management policies. Once a change can be coordinated and approved by both parties, DGI will perform updates on the following Cisco devices upon completing the audit:

- Routers
- Switches

- Access Points
- Wireless LAN Controllers
- Firewalls
- other Cisco and Cisco Meraki Appliances where applicable

In the absence of a support contract such as SmartNet, DGI will not perform any upgrades to an OS, firmware version, application, or any other software package.

Patch Management

In the presence of an active support contract, DGI will apply patches, software, or IOS upgrades to counter Cisco issued critical level vulnerabilities and bugs when applicable to the client environment. Otherwise, it is the policy of DGI to maintain the patch level as is unless the current patch level becomes deprecated.

Configuration Backups

This service bundle includes offsite management of device and system backups. It's designed to eliminate the storage burden on the client and to implement a fall back in the case of onsite loss, environmental damage, or other catastrophic failure.

Device Inventory & Asset Information

Development Group, Inc. will create and maintain a device list of all managed network devices via Auvik. These inventory lists are fully accessible by Santa Cruz City Schools for on demand reporting via the Auvik portal. DGI will assist Santa Cruz City Schools with custom ad hoc reporting with advanced notice subject to the constraints of the Auvik reporting system.

Logical Configuration Moves, Adds, Changes, and Deletes (MACDs)

This service bundle includes moves, adds, changes, and deletes for DGI>Enable managed enterprise networking devices.

- Enterprise networking MACDs include basic port configurations, static routing, OSPF, EIGRP, STP, port security, DHCP, access lists, NAT, PAT, and device configuration template and standardization following Cisco best practices.
- Collaboration MACDs (if applicable) include non-invasive changes to the Unified Communications system, paging, recording, and some reporting feature. These include phone and user moves, SFTP server updates, call flow changes, and other requests as reviewed.
- Firewall MACDs include creating and managing ACLs, creating and managing inside and outside NAT statements, building site to site VPN tunnels, port forwarding, creating local user accounts, creating objects and object groups, and when applicable, creating white and black lists.

Pre-Deployment Software Configurations

DGI>Enable support can configure a replacement device from scratch before deployment to ensure minimal network down time. In the case of a new device, DGI can configure the device before shipping it to the customer. If the device is already on site at the customer location, DGI engineers can remotely

configure the device over Webex. This is for pre-deployment configurations only and is subject to review by DGI for any extended labor efforts that would normally be deemed as a “project engagement”.

Management Action Authentication, Authorization, and Accounting

This service bundle includes multiple configuration options dependent on the Santa Cruz City Schools environment. Centralized authentication and accounting can be accomplished through the Meraki portal or adoption of the Auvik platform for all parties. Auvik is an industry standard network administration solution that supports remote device management via SSH and web interface. Additionally, user and credential management is handled by Auvik’s internal management system and is augmented by two-factor authentication.

Plan Exclusions

While the DGI>Enable service provides many service components, the DGI>Enable support contract specifically excludes work contained in the following categories. Any work requested by the customer which fall into these categories will be subject to Development Group, Inc. standard hourly rates, and/or the conditions negotiated prior to the start of work performed by Development Group, Inc.

- On site troubleshooting and support
- Replacement of customer’s owned network hardware by DGI owned assets
- Software entitlement and licensing
- Hardware warranty
- Management of Support contracts including SmartNet unless otherwise agreed upon
- End user device support and their workstations
- Support for custom and/or third-party applications
- Upgrades to collaboration systems for customers on month-to-month contracts, or on contracts with less than 25 months on the original term
- DGI shall not be held directly responsible for Emergency 911 (E911) related services, alerting, reporting, and compliance standards. DGI will assist the Customer in E911 configurations items but it is the Customers responsibility to maintain, verify, and ensure that E911 services are functioning and implemented in the required fashion.

Client Responsibilities & Minimum System Requirements

To qualify for Services, the following requirements must be met. The DGI NOC will work with your team to ensure these qualifications are met within an agreeable timeline:

- You must grant DGI permission to install network management software on a host computer within the Santa Cruz City Schools network environment, and allow that software to communicate with Santa Cruz City School’s network devices and with the network management server, which is located in an external data center that’s accessible through the internet. Any such software is licensed to you during the term of this Agreement as described above.
- You must allow DGI to apply the recommended and preferred firmware versions and updates to any network-related equipment.

- Santa Cruz City Schools agrees to not allow anyone other than DGI or Santa Cruz City Schools resources to perform any maintenance on any network-related equipment without advanced notice.
- Santa Cruz City Schools agrees to notify DGI during change management windows which will potentially create alarms in the Network Operations Center. DGI will work with Santa Cruz City Schools resources to place maintenance impacted Configuration Items into maintenance mode so DGI engineers do not take action during the scheduled maintenance window.
- Santa Cruz City Schools agrees to keep support contracts (including SmartNet and/or Meraki subscriptions) current and up to date during the agreement duration with DGI. In the absence of an active SmartNet contract or Meraki subscription, DGI will not perform upgrades of any sort to any infrastructure component, and will be unable to open a support call with the manufacturer if the situation requires.

Maintenance Contracts & SmartNet

In order for DGI to upgrade a device or platform, an active maintenance contract (i.e. SmartNet and/or Meraki Subscription) must be present. In the DGI>Enable Service offering, these contracts are to be maintained by the customer unless DGI was the reseller of the SmartNet contract. If DGI begins managing a customer's network infrastructure, and a SmartNet contract and/or Meraki subscription already exists, it is Santa Cruz City School's responsibility to associate the DGI NOC to the account(s) so that work may be performed by DGI on your behalf. In the absence of an active maintenance contract, DGI will be unable to perform software upgrades, or open a support case if DGI needs to escalate an issue to the Cisco support desk.

Technical Support, Response & Resolution Times

In this section, "Response Time" refers to how quickly DGI will respond to a technical issue being raised by phone, email, or other methods, and "Resolution Time" refers to how long it takes from the time an issue is logged until it is fully resolved. In each case, when measuring time, we are referring to our normal support coverage. During the term of this Agreement, technical support is available from 7:00 AM PST a.m. to 6:00 p.m. PST on weekdays.

DGI has two tiers of support prior to engaging the 3rd party vendor:

- All support begins with the DGI NOC, where the initial issue is identified and clearly documented, and basic troubleshooting is initiated.
- Issues that cannot be resolved within the DGI NOC will be escalated to the Tier 2 Engineering Support team, where more complex support is provided by engineers with focused skill sets.
- Issues that cannot be resolved with Tier 2 Engineering Support team will be escalated to appropriate 3rd Party Vendor engineers (such as Cisco systems, Inc.) to resolve the most complex issues. NOTE: This is only available if a valid support contract is in place (ie SmartNet).

We will make every attempt to resolve issues in a timely manner by remote means. On-site support will be provided if an issue persists and Development Group, Inc. is unable to resolve it remotely. Technical support does not include assistance for failures caused by (i) products and services for which

Development Group, Inc. is not responsible, or (ii) Santa Cruz City Schools failure to fulfill responsibilities outlined in this document.

The following table outlines Development Group, Inc. target response and resolution times for issues according to their level of severity.

Auvik Priority	AutoTask Priority	Response Type	First Response Time	Resolution Plan	Resolution Time
Critical	Emergency	Email and Phone Call	1 Hours	3 Hours	8 Hours
High	Critical	Email	4 Hours	N/A	24 Hours
Medium	Warning	Ticket Only	16 Hours	N/A	72 Hours
Low	Informational	No Response	N/A	N/A	N/A

Table 1: DGI NOC Standard Response and Incident Resolution Targets

Fees for Service

During the initial term, the fees payable for the included DGI>Enable Services are invoiced to Santa Cruz City Schools monthly on the 15th day of the month, and payable on the invoice due date. Services will be suspended if payment is not received within 30 business days following the invoice due date.

Fees and charges for services that are not covered in the DGI>Enable service offering (as defined in the Service Components section of this document) will be agreed to between the parties in writing and otherwise payable on a time and materials basis at the rates listed below.

- \$178.00 per hour for DGI NOC support during standard business hours (from 7 a.m. to 6 p.m.)
- \$253.00 per hour for support from an Engineer 2 during standard business hours (from 7 a.m. to 6 p.m.)
- \$300.00 per hour for support from an Engineer 3 during standard business hours (from 7 a.m. to 6 p.m.)
- \$350.00 per hour for Emergency Support on weekends and outside of standard business hours

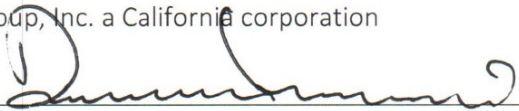
Authorizations

By signing below the Parties acknowledge to the terms of this Service Description.

Santa Cruz City Schools

Signed: _____
Name: _____
Title: _____
Date: _____

Development Group, Inc. a California corporation

Signed: 
Name: Daniel Lockwood
Title: President
Date: 3-24-2020

References

Santa Rosa City Schools

District Information:
211 Ridgway Ave.
Santa Rosa, CA 95401
(707) 890-3800

Customer Contact:
Adrian Bica
Director of Technology
abica@srcs.k12.ca.us

SERVICE TYPE: Switching, Wireless, Firewall, Voice & Collaboration, UPS, Clock/Speakers & Mass Notification (01/2016 – Present, E-rate and Non-E-rate) *Pricing \$14m+ in projects

Novato Unified School District

District Information:
1015 7th Street
Novato, CA 94945
(415) 897-4201

Customer Contact:
Ryan Green
Technology Supervisor
RGREEN@nUSD.org

SERVICE TYPE: Switching, Wireless, Firewall, Storage, Voice & Collaboration (06/2014 – Present, E-rate) *Pricing \$7m+ in projects

Cotati Rohnert Park Unified School District

District Information:
7165 Burton Avenue
Rohnert Park, CA 94928-3316
(707) 782-2910

Customer Contact:
Robert Valdivia-Gonzales
IT Supervisor
R_ValdiviaGonzales@crpusd.org

SERVICE TYPE: SMARTnet, Campus Safety, Telepresence, Switching, Wireless, Licensing (04/2018-Present, Non E-rate) *Pricing \$10m+ in projects

Walnut Creek Elementary School District

District Information:
960 Ygnacio Valley Rd
Walnut Creek, CA 94596
(707) 333-8737

Customer Contact:
Ruben Fernandez
Director of Innovation & Technology
rfernandez@wcsd.k12.ca.us

SERVICE TYPE: Network infrastructure upgrade: switching, routing, wireless, mass notification, clocks/speakers, and network security (E-rate and Non E-rate) *Pricing \$3m+ in projects

SANTA CRUZ CITY SCHOOLS

AGENDA ITEM: CDWG Quote: Additional Random-access Memory

MEETING DATE: February 10, 2021

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the purchase from vendor CDWG to add 8GB of Random-access Memory (RAM) to 300 teacher laptops.

BACKGROUND:

As teachers rely more on technology, the demands on their systems steadily increase. Teachers will generally have multiple applications open, alongside a growing number of active browser tabs. Random-access Memory is the system component that most directly affects a computer's ability to keep many tasks open and active at once. Slower performance is noticeable for a user when switching between applications or browser tabs and results in slow reaction times. To allow teachers to work at peak efficiency, staff recommend expanding their system Random-access Memory from 8 GB to 16 GB.

FISCAL IMPACT:

Hardware: Quote Reference LVVV869	Price	Quantity	Total	Total Cost with Tax - 9.25%
Kingston ValueRAM - DDR4 Module - 8 GB - SO-DIMM 260 pin - unbuffered	\$35.00	300	\$10,500.00	\$11,471.25

\$11,471.25 for five years -- Information Technology Funds (Unrestricted)

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

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

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

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

AGENDA ITEM: 8.2.1.3

QUOTE CONFIRMATION



DEAR CURTIS GOMEZ,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LVVV869	1/11/2021	LVVV869	1165316	\$11,471.25

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Kingston ValueRAM - DDR4 - module - 8 GB - SO-DIMM 260-pin - unbuffered Mfg. Part#: KVR24S17S8/8 UNSPSC: 32101602 Contract: Irvine USD 19/20-01 IT Tech & Peripherals (19/20-01 IT)	300	4296245	\$35.00	\$10,500.00

PURCHASER BILLING INFO	SUBTOTAL	\$10,500.00
Billing Address: SANTA CRUZ CITY SCHOOLS ACCOUNTS PAYABLE 133 MISSION ST STE 100 SANTA CRUZ, CA 95060-3747 Phone: (831) 429-3410 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$971.25
	GRAND TOTAL	\$11,471.25
DELIVER TO	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
Shipping Address: SANTA CRUZ CITY SCHOOLS WAREHOUSE JR RAYAS 536 PALM ST SANTA CRUZ, CA 95060-4758 Shipping Method: UPS Ground (2-3 days)		

Need Assistance? CDW•G SALES CONTACT INFORMATION



Chris Atraje

(877) 325-2820

chriatr@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$10,500.00	\$294.95/Month	\$10,500.00	\$336.95/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Westlake Elementary School Culminating Art Project Proposal

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the proposal for the culminating art project at Westlake Elementary School.

BACKGROUND:

Each year the 5th grade cohort at Westlake Elementary School completes a culminating art project that adds to the aesthetic of their campus. Due to the COVID-19 pandemic, the 2020 class did not have a chance to complete their project. This year's project is designed to include both the class of 2020 and the class of 2021. Each student will design a tile around the theme of "Blooming into the Future." The tiles will decorate a flower bed in the school quad. In addition to celebrating the classes of 2020 and 2021, this project will also celebrate the 25th anniversary of the Visual and Performing Arts program at Westlake Elementary. World renowned local artist and De Anza College instructor, Moto Ohtake, will donate a kinetic sculpture to add to the culminating art project.

FISCAL IMPACT:

\$7,000 – Donations (Restricted)

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

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

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

Westlake Elementary School

5th Grade Culminating Art Project Proposal 2019-21



Santa Cruz City Schools School Internal Modification Work/Volunteer Approval Form

Westlake Elementary School

Date: 1/26/2021

Person(s) or Group Making Request:

Clyde Curley, Principal

Dorothy Franks, Site Program Coordinator

Contact Phone Number: (831) 429-3095

School Principal's Signature:



Date 1/27/2021

*Release of Liability Agreement: Individuals performing volunteer work must sign a release of liability agreement provided by the school District (enclosed) before beginning any work on the school site.

Project Description

Every year, the graduating 5th grade class completes a culminating art project that improves the aesthetics of the school campus. The project is a collaboration of students, teachers and the parent led Arts Committee. Due to the pandemic and school shut down in March of 2020, the graduating class of 2020 did not have the opportunity to complete their project. The ability of the class of 2021 to complete the project is also in question. This project is designed to include both graduating classes of students. Each student will design a 4"x4" tile to the theme of "Blooming into the Future". Our Visual Art Teacher Julie Nolte will glaze and fire each tile before installing them. The tiles will decorate the base of a flower bed/bench in the Westlake quad area between the library, office and multi purpose room. Additionally, the project will celebrate the 25th anniversary of the Visual and Performing Arts Program at Westlake Elementary School. One of the additions to this project is a kinetic sculpture donated by world renowned local artist and De Anza College instructor, Moto Ohtake. Mr. Ohtake is also the husband of the Westlake Arts Coordinator, Dorothy Franks who celebrates 20 years of coordinating the arts programs at Westlake this year. The sculpture will be mounted atop a pole in the center of the flower bed/bench and will be surrounded by a planter box with drought tolerant plants and bulbs that will bloom annually.

Director of Facilities Trevor Miller will arrange to submit the project to our insurance carrier.

Specific donations of materials and labor will be sent to the Board of Trustees for recognition in the gifts.

Sculpture Description

The sculpture is a wind activated kinetic sculpture. The materials are 316 stainless steel for the body components and stainless steel ball bearings and bronze oil impregnated bearings for the moving joint sections. The piece is securely constructed with machined components, threaded fasteners and the TIG welding process. Artist holds a "Welder and Welding Operator Qualification Record" from Cabrillo College's Welding Program. To see the sculpture's movement, please visit the link below to see a similar, but slightly larger piece. Email the artist with any questions: ohetakemoto@fhda.edu

Westlake Elementary School Sculpture Dimensions



Project Timeline:

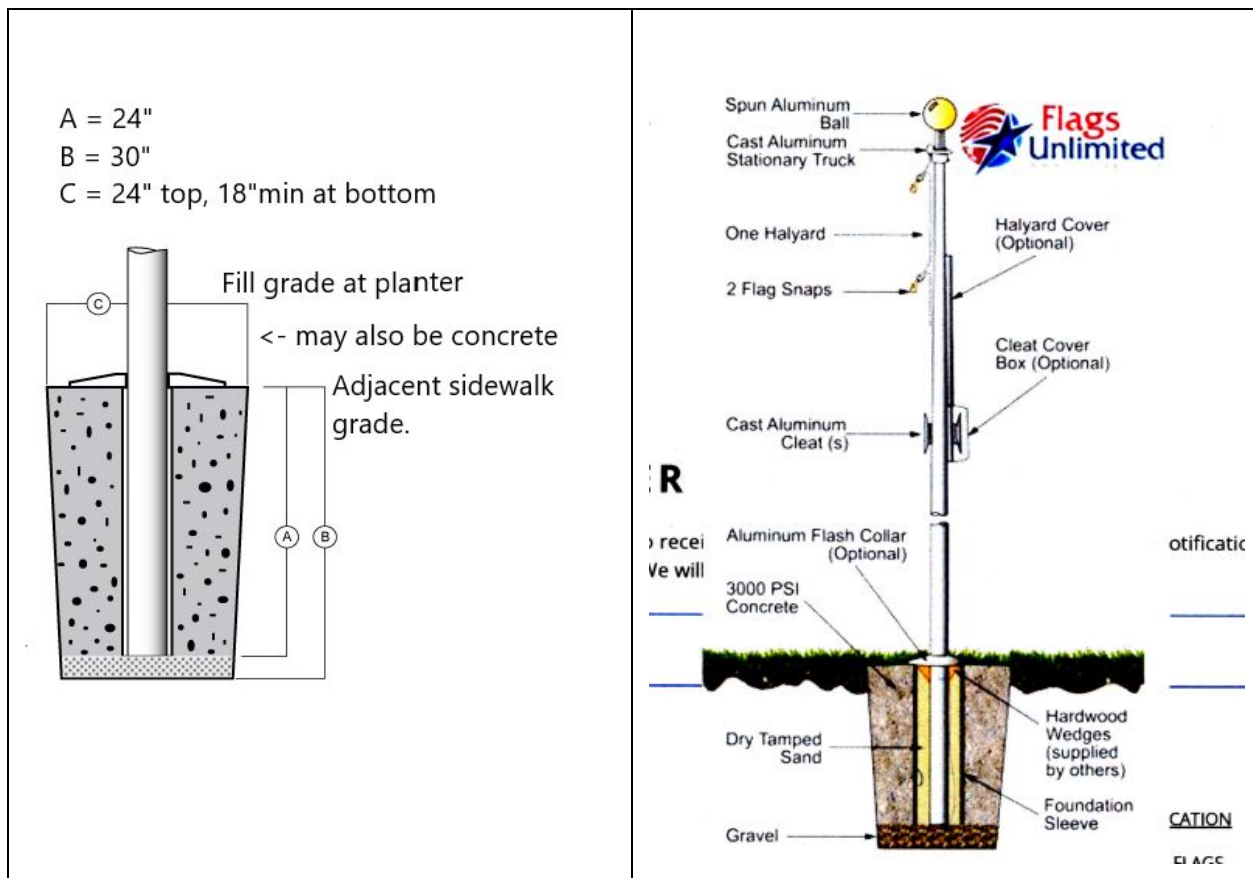
- ☐ Poll and Sculpture Installed: March 2021
 - ☐ 10 days for base to cure
- ☐ Concrete Flower Bed Construction: April 2021
 - ☐ Design around multiple sides
 - ☐ Safer corners
 - ☐ Installed tile boards would also be lighter
 - ☐ Each side could be a class of tiles
 - ☐ Drying April 19 - 30
 - ☐ Installed April 12-16 at the latest
- ☐ Tiles Installed: May 2021
 - ☐ Completed May 21st
 - ☐ Start Installing May 3rd
 - ☐ Design around ability to relocate to another location
 - ☐ Use marine backer board, cement board

- ❑ Attach with adhesive
- ❑ Culminating Ceremony
 - ❑ May 26th
 - ❑ Invite graduating classes of 2020 & 2021; Current 5th and current 6th graders
 - ❑ Possible multiple ceremonies to accommodate COVID 19 restrictions.

Drawings attached (Required): See cover sketch for finished project description.

Flower Bed Dimensions: An 8ft diameter x H: 19" retaining wall, provides a surface area of H: 19" x L: 300", that equals a surface area of 40 sq ft. (tiles are: 4.25" square) This area should accommodate 264 tiles at four rows of tiles; or 198 tiles at three rows. The existing black benches are 19" high. Cement estimate for Flowerbed is: 66 bags at 60lb; or 50 bags at 80lb

Sculpture Pole Specifications: The attached detail will accommodate the 3 1/4" SS pole. The total pole length would be 10' above finish grade. 2' into foundation plus fill depth (up to 14' total length). Concrete to be 3,000psi with 3 #4 12"diameter rings with 4" laps equally spaced in foundation. PVC tubes will work for the sleeve. Use the thinnest gauge wall you can get. Other materials are acceptable. Thin grade ABS also acceptable.



Materials to be used

- Cement
- Stainless steel pole
- Gravel
- Sand
- PVC Sleeve
- Soil
- Plants
- 3/4" Marine Grade Plywood

Equipment/Tools to be used

- Concrete framing materials and equipment

Funding

- Materials are being donated by Scarborough Lumber, Scotts Valley, California, valued at approximately \$1,000
- Sculpture to be donated by artist, Moto Ohtake (<http://www.motoohtake.com>), valued at \$6,000
- Labor and installation are being donated by volunteers; plants to be donated.
- Stipend to Art Teacher Julie Nolte being funded by Westlake PTA.

**Contractor bid attached (if applicable) Yes ____ No X N/A ____

**Contractor must provide insurance to the District if awarded, and requisition completed by site.

Director of Facilities Services Signature _____ Date _____

Assistant Superintendent Business _____ Date _____

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: All Bay Mechanical Inc. Change Order #1 for District Office Air Ventilation Modifications

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Ratify All Bay Mechanical Inc. change order #1 for District Office air ventilation modifications.

BACKGROUND:

This change order consists of re-ducting three areas of the District Office. The work will reroute existing air ducts to ensure proper ventilation. The need was identified after the project began. The previously approved contract amount was \$86,090.00 and the new total contract, including this change order, will be \$94,002.75.

FISCAL IMPACT:

Change Order #1 \$7,912.75, (9.19% increase to the contract), LCFF Base – Lease Revenue (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 #5: SCCS will maintain a balanced budget and efficient and effective management.

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

Prepared by Trevor Miller, Director, Facility Services



107 North 27th Street San Jose, CA 95116
Phone: (408) 280-5558 Fax: (408) 280-5559

Prepared For:
Mr. Jim Monreal
Santa Cruz City Schools
133 Mission Street Suite 100
Santa Cruz, CA 95060

Date: January 26, 2021

Proposal Number: JA2111054

Job Name:
Re-ducting of three areas throughout Suite 100

Job Location:
133 Mission Street Suite 100
Santa Cruz, CA 95060

Attention Jim,

ALL BAY MECHANICAL, INC. is pleased to provide the following proposal for your review and approval based on information obtained during service call on 1/25/2021

Scope Of Work

SOW-1 (Separating of interior zone from exterior zone)

- Re-duct three VAV boxes that connect to one central plenum above the reception desk and serve provide cooling to an interior zone and 5 Exterior Offices.
 - Existing VAV's consist of (1) Dual duct (HEAT/CCOOL) VAV (1) Single duct Heat only VAV and (1) Single duct Cool only VAV.
- Existing Dual Duct VAV will provide Heating and cooling to 5 small exterior offices.
 - Disconnect and cap off any interior zone ducts from adjacent VAV's.
- Existing Heating only and Cooling only VAV's will be joined to provide heating and cooling to a total of 10 interior zone air vents.
- Locate thermostats for VAV's in the appropriate zones.
- Start and test operation.

SOW-2 (Dedicated cooling VAV for server room)

- Disconnect and remove existing Cooling only single duct VAV which provides air to a corner conference room that already has a dual duct VAV supplying the 2 air vents.
 - Re-duct the one existing air vent and connect to the dual duct VAV box.
 - Balance airflow of VAV accordingly.
- Relocate the cooling only VAV box above the ceiling in the I-Phone storage room along with its corresponding thermostat to the server room.
 - Disconnect (2) existing air vents in the server room and connect to the relocated VAV box.
- Re-duct existing VAV which serves the server room and adjacent conference room to provide air only to the conference room.
- Add a new air vent in the conference room for improved airflow circulation.
 - Existing t-stat in the conference room will remain in place.

Job Name:

Re-ducting of three areas throughout Suite 100

Proposal Number: JA2111054**SOW-3** (Re-ducting office to correct zone VAV box)

- Disconnect duct of corner interior office seen on attached floor plan.
 - Existing duct is connected to VAV that serves the server room/conference room.
- Connect duct to VAV in the appropriate zone.
- Start test and balance air flow in office.

Total cost for duct repairs\$7,912.75

This Quote is valid for 30 days and subject to approval thereafter. This Quote is subject to Pre-site Inspection and Managers approval.

Exclusions and clarifications

1. Due to pre-existing conditions, additional work may be required at an additional cost.
2. Overtime Labor is excluded in this proposal.
3. Bonding costs of this project are excluded in this proposal.
4. Warranty of existing unit/s, ducting and associated controls is excluded.
5. Removal of any asbestos, mold or any other hazardous conditions that may exist are excluded from this proposal and must be performed by customer prior to starting this work.
6. Mechanical permit fees through the Santa Cruz Building Dept. are excluded in this proposal but can be provided at an additional cost
7. HERS certification is excluded in this proposal.
8. Engineering costs are excluded.

Payment schedule

- Monthly progress invoices based upon the percentage of job completed to date.
- All progress and Final invoices are due upon receipt.
- If progress or final invoices are not paid within 30-Days, a 2% interest fee will apply for each month thereafter

Warranty

All Bay Mechanical will warranty labor any new materials for **1-Year** from date of repairs.

If you wish to proceed with this work, please return a signed copy of this proposal to All Bay Mechanical, Inc., and a service manager will contact you to schedule work.

If you should have any questions, please feel free to contact me at 408 280-5558 x 223 or you can also reach me by Email at jm@allbaymechanical.com.

We appreciate the opportunity and look forward to serving you.

Respectfully,



Jesus Martinez
Division Manager
All Bay Mechanical, Inc.

Accepted By: 

Title: 

Date: _____

P.O. _____

(If required)

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Zoom License Agreement

MEETING DATE: February 10, 2021

FROM: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Zoom license agreement to support distance learning and virtual meetings.

BACKGROUND:

To facilitate distance learning and hold virtual meetings with staff, parents, and students, the district has been utilizing education accounts through Zoom.us. The district's current Zoom.us subscription ends in March 2021. Zoom has been pivotal in allowing the district to continue to serve students and families throughout the COVID-19 pandemic.

FISCAL IMPACT:

\$68,150.00 – Federal Stimulus, ESSER 2 (Restricted)

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

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

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

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

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.



Renewal Form Number: Q838828
Valid Until: 01/15/2021

Zoom Video Communications Inc. ('Zoom')

55 Almaden Blvd, 6th Floor
San Jose, CA
Email: ryan.lawlor@zoom.us

Billed To Customer: Santa Cruz City Schools Contact Name: Kris Munro 133 Mission Street Suite 100 Santa Cruz, California 95060, United States Email Address: kmunro@sccs.net Phone: (831) 429-3410	Sold To Customer: Santa Cruz City Schools Contact Name: Kris Munro 133 Mission Street Suite 100 Santa Cruz, California 95060, United States Email Address: kmunro@sccs.net Phone: (831) 429-3410
Auto Renew: Yes Renewal Subscription Term: 12 Month Order Start Date: 03/15/2021	Billing Method: Email Currency: USD Payment Method: Other Payment Term: Net 30

This Zoom Renewal Form is for renewing an existing subscription. The use and delivery of any services provided for herein shall be governed by Zoom Terms of Service found at <http://www.zoom.us/terms> (unless Customer and Zoom have entered a written governing Master Subscription Agreement, in which case such written agreement will govern).

RATE PLAN	NAME	BILLING PERIOD	QUANTITY	EFFECTIVE PRICE	TOTAL
Renewed "Cloud Recording One Year Prepay 3 TB Monthly Usage"	Cloud Recording 3 TB - overage fee	Month	NA	USD 0.10	NA
Renewed "Cloud Recording One Year Prepay 3 TB Monthly Usage"	Cloud Recording One Year Prepay 3 TB Monthly Usage	Annual	1	USD 4,800.00	USD 4,800.00
Renewed "Education Annual"	Education Annual	Annual	315	USD 50.00	USD 15,750.00
Renewed "Webinar 1000 Annual"	Webinar 1000 Annual	Annual	14	USD 3,400.00	USD 47,600.00

(Before Taxes)

Annual Spend:

USD 68,150.00

Other Terms & Notes

Named Host - means any licensed host who may host an unlimited number of meetings during the Term using the Service. Any meeting will have at least one Named Host. Unless Customer has purchased an extended capacity, the number of participants (participants do not require a license) will not exceed 300 per meeting. Named Host license may not be shared or used by anyone other than the individual to whom the Named Host license is assigned.

Zoom EDU licenses are intended for student and faculty and pedagogical interaction within a classroom environment, or the administration thereof and may not be used for any commercial purpose. Zoom EDU licenses may not be purchased by hospitals, medical centers, clinics, or other affiliated organizations not specifically involving student and faculty and pedagogical interactions within a classroom environment or the administration thereof.

Fees - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Amendment orders will co-term with the existing subscription term end date. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the above order form number. Commitments not utilized by the Customer during the month for which they are committed may not be carried forward into any subsequent month or term.

All prices shown for Zoom and Zoom Phone services are exclusive of indirect taxes (e.g., U.S. state and local taxes, VAT, GST, and HST or any other consumption taxes), digital taxes and environmental taxes to the extent they apply.

Professional Services, if purchased, will be presented in a separate Order Form.

Accepted and agreed as of the date specified below by the authorized representative of Customer

Signature:
Print Name:
Date:
Zoom Service Effective Date: 03/15/2021
PO # (If Applicable):
VAT # (If Applicable):

The Services will be activated within 48 hours of order signature or Zoom Service Effective Date, whichever is later.

If a PO# is required for processing the invoice related to this order, please provide a PO with this order. If issuance of PO is delayed, please provide a PO within 5 days of the service effective date via email to billing@zoom.us. Notwithstanding the foregoing, the period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any procurement process.

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: National Demographics Corporation Redistricting Proposal

MEETING DATE: February 10, 2021

FROM: Kris Munro, Superintendent

RECOMMENDATION:

Approve the redistricting proposal from National Demographics Corporation.

BACKGROUND:

After every federal decennial census, all school districts that utilize “by-trustee area” elections must analyze the new census data to determine whether the trustee areas need to be redrawn to ensure appropriate population balance. National Demographics Corporation has over 40 years of experience districting and redistricting schools and cities throughout California. The attached proposal includes details regarding the scope of work and project timeline.

FISCAL IMPACT:

\$18,750.00 – LCFF Base (Unrestricted)

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

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

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

AGREEMENT FOR DEMOGRAPHIC SERVICES

I. PARTIES.

The Parties to this agreement are National Demographics Corporation ("NDC"), P.O. Box 5271, Glendale, CA 91221, and Santa Cruz City Schools("the Client"), located at 133 Mission Street, Suite 100, Santa Cruz, CA 95060.

II. SCOPE OF WORK AND FEES.

A. NDC shall provide to the client the GIS/demographic services ("Services") identified in the attached proposal (the "Proposal") that the Client directs NDC to undertake.

B. The estimated commencement date for the Services is upon execution of this Agreement.

III. BILLING.

NDC shall submit monthly invoices to the Client. NDC will bill Client monthly for all fees and expenses incurred in connection with the Services during the preceding billing period. Payments will be made by Client within fifteen (15) working days of Client's receipt of payment by its client.

IV. CONFIDENTIALITY.

A. NDC understands that in connection with the Services, the Client may deliver to NDC proprietary or confidential information. At all times, both during this Agreement and after its termination, NDC will protect such confidential information from unauthorized dissemination and use and shall not disclose any confidential information or the results of its study without the prior written consent of the Client. NDC may use such confidential information solely for the purpose of performing the Services under this Agreement and for no other purpose.

B. NDC agrees that immediately upon the Client's request, and in any event upon completion of the Services, NDC shall deliver to the Client any confidential information and all copies, derivatives, and extracts thereof.

V. TERMINATION.

The Client may terminate this Agreement at any time, with or without cause, by giving written notice to NDC, and such termination will be effective upon NDC's receipt of such written notice. In the event of such termination, the Client will be obligated to pay NDC any outstanding fees due under this Agreement, only for such Services actually completed by NDC and reasonably acceptable to the Client as of the effective date of termination.

IV. INDEPENDENT CONTRACTOR.

A. NDC is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations, and NDC agrees to defend, indemnify and hold the Client harmless from any and all claims made by any entity on account of an alleged failure by NDC to satisfy any such tax or withholding obligations.

B. NDC has no authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf of the Client.

C. NDC will supply all tools and equipment necessary to perform the Services except as otherwise stated in the Proposal.

D. NDC is not required to report to work at the offices of the Client during any particular work hours.

Douglas Johnson
President, National Demographics Corporation

Date

On behalf of the Client

Date



A Proposal to
Santa Cruz City School District
for Demographic Services

By National Demographics Corporation
Douglas Johnson, President

January 13, 2021



January 13, 2021

Kris Munro, Superintendent
Santa Cruz City Schools
133 Mission St, Suite 100
Santa Cruz, CA 95060

Dear Ms. Munro,

Thank you for the opportunity to provide this proposal to Santa Cruz City Schools. NDC has more than 40 years of experience districting and redistricting hundreds of cities, school districts and other local jurisdictions across California, including the District's initial move to by-trustee-area elections and similar work for schools and other jurisdictions throughout the region (a full client list is available at www.ndcresearch.com/clients/). We welcome the opportunity to bring the firm's expertise and skills to assist the District.

For each project, there are certain required basic elements, and there are several options that the District can include or leave out at its option. NDC carefully tailors each project to the needs and goals of the individual client partner. NDC also welcomes the opportunity to work with our clients to encourage public participation in this process, as we offer several tools developed specifically for public engagement in districting and redistricting.

The attached proposal consists of a brief introduction; specific proposed project elements and options; timeline and cost information; conclusion; and signature section. NDC looks forward to working with you on this effort. Please call or email anytime if you have any questions, concerns, or requests regarding this proposal.

Sincerely,

Douglas Johnson
President



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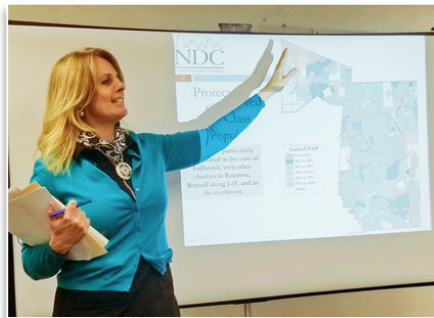


Brief History of National Demographics Corporation

NDC has served hundreds of local governments since our founding in 1979. While most of NDC's work is in California and Arizona, the firm has performed projects in all regions of the country, serving clients as varied as the States of Mississippi, Arizona, Florida and Illinois; Clark County (Nevada); the California counties of Merced, San Bernardino, and San Diego; the San Diego Unified School District; the City of Oakland; Yuma County (Arizona); the Arizona cities of Glendale, Mesa, Peoria, Phoenix, and Surprise; and relatively smaller jurisdictions such as the City of Bradbury and Clay Elementary School District.

The company is especially well known for its districting and redistricting work with local governments. NDC has established a reputation as the leading demographic expert on the California Voting Rights Act (CVRA), having performed demographic assessments of potential CVRA liability and/or moves to by-district elections for over 350 jurisdictions. No company has been responsible for addressing the electoral demographic needs of more local governments, as NDC has districted and/or redistricted more than 250 counties, school districts, cities, water districts, and other local jurisdictions.

Nationally recognized as a pioneer in good government districting and redistricting, NDC has unmatched expertise in the issues, questions, and decisions jurisdictions face in any discussion regarding districting, redistricting, the California and Federal Voting Rights Act and related election system choices.





Company Philosophy

Professionalism

NDC's personnel are nationally recognized as leaders in the districting field and are responsible for numerous books and articles on the subject. NDC possesses all the hardware and software necessary to meet the districting and redistricting needs of any jurisdiction, and its personnel have unmatched experience in the line-drawing side of this work, as well as in developing the databases used for these purposes. But more important are the firm's interpersonal skills and the team's understanding of the perspective of all parties in this process.

Partnership

In recognition of the vital role these groups play in informing and assisting their members, NDC is a sponsor of the California League of Cities, the California Special Districts Association, and we are currently finalizing our sponsorship of the California School Boards Association and the California Association of Counties.

For years, NDC has frequently appeared on panels organized by these organizations to share information with their members about the California Voting Rights Act, the Census, and the districting and redistricting rules and process.

NDC also assists the League of Cities and CSBA with negotiations and suggested language for legislation on districting/redistricting and the California Voting Rights Act.

Local Leadership and NDC's Non-Partisan Approach

NDC is an advisor and technical resource. The firm's role is to assist our clients in implementing our clients' goals and directions within the complicated demographic and legal constraints of the project. NDC shares its experience and expertise, but the final plan is selected by the jurisdiction's elected leaders, not NDC. The firm is sometimes criticized, usually by people from outside of the client jurisdiction, for not acting as an advocate or proselytizer for what these outsiders think is "right" for the client. But NDC team members are expert advisors, not proselytizers. NDC guides our clients through the process to a map that meets all legal requirements and the goals of our client – not the goals of outside critics. NDC welcomes the chance to assist each client through this process following the direction of the jurisdiction's elected leadership, key staff members, and the entire community.



Understandably, a common question in every redistricting whether there is any influence of any improper political bias on the process. NDC's four decades of success working for jurisdictions with all-Democratic leadership, jurisdictions with all-Republican leadership, and every possible combination in between, reflects our steadfast dedication to non-partisan service. The NDC team includes members who worked or served in Republican positions before coming to NDC, and members who worked or served in Democratic positions, and obviously every team member holds their own personal political beliefs. Arriving at work, each of us puts our personal political feelings aside and focuses on implementing the policy goals and directions of our clients using NDC's non-partisan, professional and expert guidance regarding the requirements and options facing each client. We believe most of our clients would be hard-pressed to guess which NDC team members are registered as independents or with any political party, and we are proud to have satisfied customers and clients whose partisan leanings (even in their non-partisan local government offices) similarly cross the entire partisan spectrum.

Openness

Any change in election systems can have momentous implications for the distribution of political power in a jurisdiction and for access by groups and individuals to the governance process. Not surprisingly, such changes often attract considerable public attention, sometimes generate intense controversy, and may draw charges of manipulation and abuse of power. It is crucial, therefore, that the jurisdiction establish, at the beginning, a process that is not only fair, but that is seen to be fair, to all contending groups and individuals.

Public Engagement

NDC pioneered the "transparent districting" approach that involves the public at every stage of the process and the company invented the "public participation kit" back in 1990. But NDC's most valuable service is the firm's experience transforming often contentious and passionate debates into thoughtful, constructive discussions focused on the options and outcomes rather than individual personalities. NDC also has considerable experience working with translators in public forums and providing materials in English and Spanish.

NDC's approach has been widely praised in the media, and NDC has worked extensively with all types of press including radio, television, newspaper, and new media.



Project Software

NDC uses Caliper Corporation's Maptitude for Redistricting software for processing public map submissions and drawing NDC's draft maps and Board-directed revisions. Maptitude for Redistricting can open and use the standard "Shapefile" and "File Geodatabase" GIS data formats, and Maptitude for Redistricting can export all files to "Shapefile" and "File Geodatabase" formats.

NDC uses ESRI's ArcGIS Online to present those maps for Board, Staff and Public review in an easy-to-use, interactive format. NDC also uses ArcGIS Pro for some specialized Geographic Information System (GIS) analysis; for opening and reviewing data received from clients or from other jurisdictions; and when needed for final map post-adoption processing for delivery to the jurisdiction and to the County Registrar. Microsoft PowerPoint is also used for many presentations, though NDC is currently experimenting with a possible move to ESRI's "Story Maps" for some presentations.

NDC Approach to Public Engagement

The Three E's of Public Participation: Engage, Educate, and Empower

NDC's "Three E's" approach recognizes the complex and daunting nature of districting and redistricting projects, while emphasizing the importance of public participation in such projects.

Given the complexity of the issue, the public cannot be expected to jump in with constructive ideas and input without encouragement. So NDC's approach begins with the first "E": **Engage**. NDC works with our clients to get the word out about why the project matters – and how input from residents can be a decisive element of the project.

Once their interest is engaged, the second "E" is **Educate**. Most media coverage of this topic focuses on congressional gerrymandering, giving the entire field a tainted and hopeless feel. NDC works with our clients to explain how local districting and redistricting is based on neighborhoods and communities – not national politics. We educate the public on the data, requirements and goals of redistricting, and on the many options residents have to formulate and share their own maps or other constructive input.

The third "E" is **Empower**. For those projects where the level of public interest and engagement justify the expense, NDC offers an unmatched array of paper, Excel-based, and online mapping tools that residents can use to draw detailed, population-balanced maps for consideration by the jurisdiction.

When included in a project, NDC has seen considerable public interest in these optional public participation tools. Often five, ten or even twenty or thirty draft maps are proposed by community residents. And NDC developed a highly refined and proven methodology for efficiently guiding our clients through selecting and refining a map, even when starting from 10, 20, 30 or more initial draft maps.

For those jurisdictions where the expense of the optional mapping tools is too high, NDC always welcomes any letters, comments, or hand-drawn maps that residents wish to submit during the districting or redistricting process.

For every project, at no extra expense, NDC includes an online “interactive review map” that allows residents to analyze draft maps zooming in and out, searching for specific addresses, and by changing between street maps, satellite images, and other underlying base maps.

Samples of these tools are shown on the following pages, and additional details on each of them appears later in this proposal.

Sample Public Participation Mapping Tool

Public Participation Kit

Each number indicates the total population of that "population unit" area. Each district must have essentially equal population.

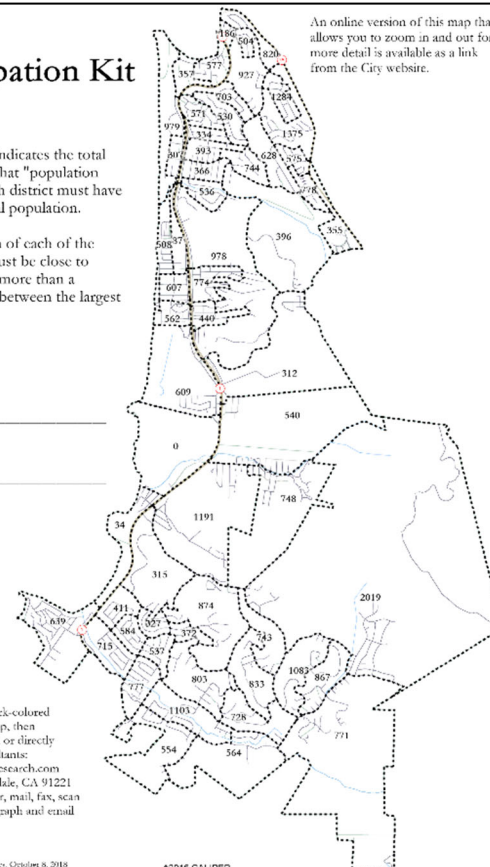
The population of each of the five districts must be close to 7,447, with no more than a 745 difference between the largest and smallest.

Name: _____

Phone or email: _____

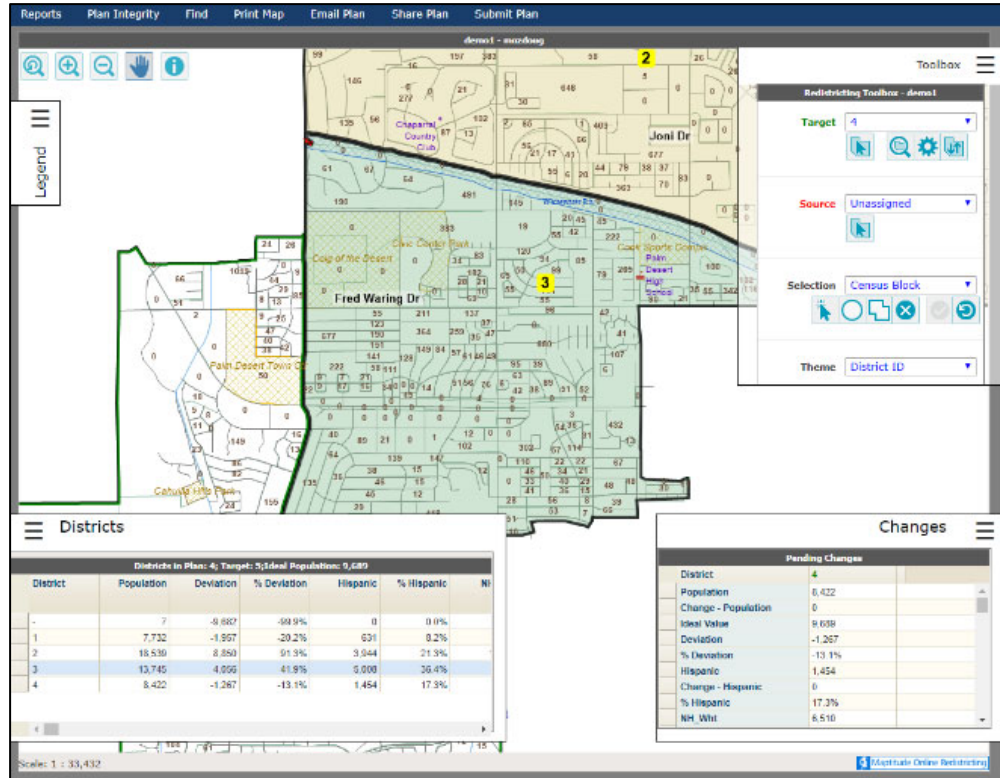
Please use a thick dark-colored pen to draw your map, then submit it at City Hall or directly to our project consultants:
 Submission@NDCresearch.com
 P.O. Box 5271, Glendale, CA 91221
 You can hand-deliver, mail, fax, scan and email, or photograph and email your map.

National Demographics, October 8, 2018 #2016 CALIPER

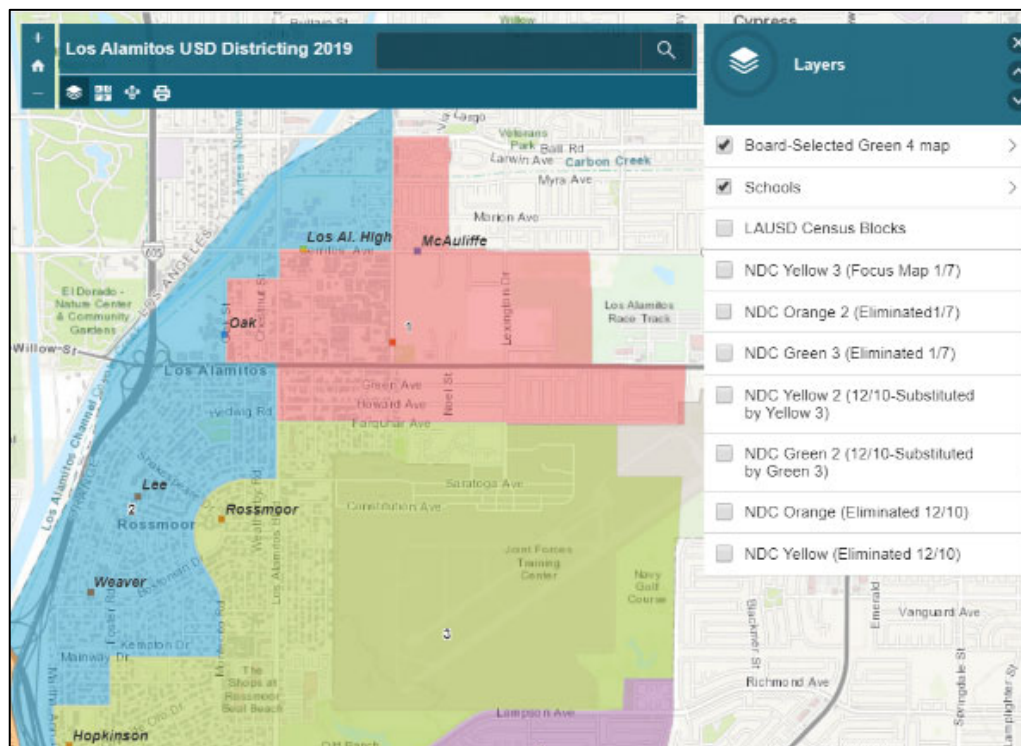


An online version of this map that allows you to zoom in and out for more detail is available as a link from the City website.

Sample Online Mapping Tool



Sample NDC “Interactive Review Map” (used to view and evaluate, not to draw, maps)





The NDC Team

NDC's 40 years of service to local governments is grounded in our academic founding and decades of professional relationships with all forms of local governments. Each NDC team member has been extensively trained in the legal requirements, demographic details, and complicated personal and community interests involved in every districting and redistricting project. And every NDC team member has been briefed on the wide range of unusual and bizarre challenges NDC has encountered over our more than 250 successfully completed local government projects. Whatever question or situation arises, your NDC team can handle it.

NDC President Dr. Douglas Johnson leads all team training and closely monitors the progress of every client project. NDC President Dr. Johnson and Vice President Dr. Levitt are always available to all clients, and typically are personally involved whenever particularly unusual or complex situations arise. And each NDC project has an NDC Consultant or Senior Consultant as a primary point of contact to ensure seamless information flows and continuity. All NDC project leaders are a fully trained Consultants or Senior Consultants with years of experience working with local government elected leadership and top staff members. Each NDC team leader brings their personal expertise in demographics, city governance, school district governance and/or special district management to every project. And each team leader has particular expertise and focus in specific geographic areas. All team members resumes are available on www.ndcresearch.com/about-us/.

Recognition of the NDC's Expertise

Both national and local organizations have recognized NDC's unmatched experience and expertise in the Census, districting, and redistricting.

National Recognition

Nationally, the National Conference of State Legislatures hosted NDC as a panelist at five different forums held for state legislators and legislative staff from across the country. NDC President Douglas Johnson addressed these forums on the following topics:

1. *Citizen Voting Age Data from a line-drawer's viewpoint*
2. *Communities of Interest in Redistricting: A key to drawing 2011 plans (and for their defense)*
3. *The Key to Successful Redistricting*
4. *Communities of Interest In Redistricting: A Practical Guide*



5. The Arizona Independent Redistricting Commissions' experiences with the first-ever independent redistricting

In addition:

- The National League of Women Voters hosted NDC President Douglas Johnson at a 2006 conference on “Building a National Redistricting Reform Movement,”
- Texas Tech University hosted Dr. Johnson as a panelist at its “Symposium on Redistricting;”
- The Arizona League of Cities and Towns hosted Dr. Johnson as a panelist on “Redistricting Law and the Voting Rights Act: What It Means for Your City or Town in 2011” and
- The Arizona Bar Association hosted Dr. Johnson as a panelist on “Communities of interest and technology in redistricting.”

California League of Cities Recognition

The California League of Cities hosted NDC as panelists over a dozen times to date:

General Meeting panel: 2006 and 2015
Executive Forum panel: 2018 and 2020
City Clerk Department panel: 2014, 2017, 2018, twice in 2019, and 2020
City Manager Department panel: 2015 and 2019
City Attorney Department panel: 2018
Inland Empire Chapter presentation: 2016
South Bay Chapter presentation: 2020 and 2021

Recognition by Additional California Organizations

Other California organizations and conferences since 2011 recognizing NDC’s expertise in this field include:

2020	California County Counsel Assoc.	2021 Redistricting - What Local Government Attorneys Need to Know
2020	“Voice of San Diego” Politifest	Redistricting--What it means for our community
2020	County Committee Secretaries Annual Summit	The California Voting Rights Act

2020	Rose Institute of State and Local Government	2021 Redistricting: New Rules for California Local Governments
2020	California Special Districts Association	California Voting Rights Act Challenge Factors
2020	Associated Cities of California – Orange County	2021 Redistricting: The Rules have Changed
2020	California Municipal Law Conference	Municipal Redistricting in 2021: New Rules of the Road
2019	California Association of School Business Officials	Transitioning to By-Trustee-Areas Elections
2019	USC City/County Fellowship Program	The Challenges of Municipal Election Districts
2019	California Special Districts Association	District Elections and the California Voting Rights Act
2018	California Special Districts Association	Converting From At-Large to By-District Elections Under the California Voting Rights Act
2018	Riverside County Bar Assoc.	Redistricting and the California Voting Rights Act
2018	California School Board Assoc.	Voter Districts: The Link Between Strong Community Engagement and a Successful Process
2017	California School Board Assoc.	15 Years with the California Voting Rights Act: Lessons Learned and Challenges Ahead
2017	UC's National Public Service Law Conference	Moderator, "Voting Rights 101"
2016	Los Angeles County School Business Officials	CVRA: What CBO's Need to Know
2016	Los Angeles County School Trustees Assoc.	The CVRA: What School Board Members Need to Know
2015	Associated Cities of California – Orange County	The California Voting Rights Act

2015	California School Board Assoc.	The California Voting Rights Act: What Board Members Must Know
2015	Los Angeles County School Boards Assoc.	CVRA & Districting: The Demographer's Perspective
2011	Channel Cities Club	Lunch Keynote: "California's next experiment: independent, public redistricting"

Trusted Advisor to Local Government and Redistricting Reform Groups

NDC acted as an informal advisor to the California League of Cities and the California School Board Association during the debate over the AB849 "FAIR MAPS Act" in 2019.

NDC acted as an informal advisor to the California League of Cities during the debate over AB1276 (revising the FAIR MAPS Act provisions) in 2020.

NDC provided ideas, advice, maps and research to the 2008 Common Cause-led coalition that drafted and successfully advocated for Proposition 11, which created California's State-level Independent Redistricting Commission.

Advisor to Charter Review Commissions on Redistricting Provisions

NDC advised the following groups on the redistricting and voting rights provisions of their charter revisions and ordinances:

2016	City of El Cajon charter revision and public education outreach
2015/16	Castaic Lake Water Agency and Newhall County Water District merger
2015/16	City of Corona Charter Revision
2011/12	Pasadena Unified advisor to Charter Revision Commission creating a redistricting commission and moving District to by-district elections
2009/10	City of Menifee advisor to by-district-elections ordinance language committee
2006-08	City of Modesto advisor to Charter Revision Commission creating an independent redistricting commission and public education outreach
2003	City of Goleta ordinance writing and public education outreach



National Demographics Corporation

Expert Witness and Litigation Consultant

NDC President Douglas Johnson served as an expert witness in the following election and redistricting law cases:

2020	Chestnut v Merrill (Alabama)
2019	City of Redondo Beach vs State of California
2019	Ruiz-Lozito vs West Contra Costa Unified School District
2019	Common Cause v Lewis (North Carolina)
2018	Phillip Randolph Institute v Smith (Ohio)
2018	League et al. v. Johnson (Michigan)
2017	Luna v County of Kern
2018	Covington v State of North Carolina
2016	Garrett v City of Highland
2015	Jamarillo v City of Fullerton
2015	Harris vs Arizona Independent Redistricting Commission
2015	Solis v Santa Clarita Community College District
2015	Jauregui et al vs City of Palmdale
2014	Diego v City of Whittier

NDC Staff also served as litigation consultants for jurisdictions in the following California Voting Rights Act cases:

1. Anaheim
2. Carson
3. Compton
4. Escondido
5. Modesto
6. Poway
7. Santa Clarita
8. Whittier
9. Santa Clarita Community College District
10. Tulare Health Care District

NDC Client Testimonials

Here is a sampling of what NDC's people have to say about NDC:

"Here's a great expert. . . . today you bring him in for what sounds like good information, very smart man up here."

United States Fourth District Court Judge James A Wynn, Covington v North Carolina, United States District Court for the Middle District of North Carolina, Case No. 1:15CV399



National Demographics Corporation

“I have worked on Congressional, Legislative, Los Angeles County and Los Angeles City redistricting maps on behalf of the Latino Caucus and grassroots Latino organizations for over 30 years. Douglas Johnson is one of the top redistricting experts in California, and he is who I would pick to draw a map for me anywhere in the state.”

Alan Clayton, retired Executive Director of the Los Angeles County Chicano Employees Association

“The excel spreadsheet is a fantastic tool. Just plug in the letter by district and on the tab see a running total of population by assigned district. It's cool.”

Modesto resident's comment, June 16, 2008

“One of the first, and in retrospect one of the best, decisions made by our commission was to hire Douglas Johnson and his colleagues at National Demographics Corporation as our primary consultants. I have never had the opportunity to work with a more highly qualified, hard-working, dedicated, professional and classy individual or group than Mr. Johnson and his associates at NDC.”

Jim Huntwork, Arizona Independent Redistricting Commissioner (Republican)

“In addition to his technical expertise, Doug had a keen sense of how to help us navigate the complexities of the process. He understands redistricting better than any person I know. He has a unique ability to synthesize that which is very complicated and make it very understandable for the public. He frequently would present various options, without representing any position, clearly delineating differences and challenges of each option in a clear and succinct manner.”

Josh Hall, Arizona Independent Redistricting Commissioner (Democrat)

“It was a great pleasure to work with Doug Johnson and NDC during the first Independent redistricting effort in Arizona. Doug and his staff were professional, efficient, responsive, and even-handed. They listened very carefully to the instructions given by the commission and performed each mapping task without bias of any kind. I would highly recommend NDC to any jurisdiction, or commission, wishing to have a successful redistricting process.”

Steven W. Lynn, Chair, Arizona Independent Redistricting Commission (Independent)



National Demographics Corporation

“Thank you for all of your hard work, assistance, and patience with me during this year of CVRA conversion to by-area trustee elections. Your continual reassurance and support in dealing with all of the details was sincerely appreciated. We all have jobs to do, but when working with all of you I felt that you always went the extra mile to support our District with excellent customer service. The multiple revisions, extra conference calls, and follow up suggestions made a difference to Scott, Linda, and me. I personally enjoyed joking around with each of you while remaining professional in all presentations. It was a pleasure working with all of you. “

Jennifer Williams, Ed. D., Fullerton Joint Union High School District,
Executive Director Administrative Services

“Thank you for taking time out of your busy schedule to participate in the City Official Roundtable I hosted on the 2020 U.S. Census at the Redondo Beach Performing Arts Center. I appreciate that you shared your expertise on the Census to the government officials who were present. It is critical that we work together to ensure that everyone is counted in the upcoming Census.”

Ted W. Lieu, Member of Congress, California 33rd District.

Impeccable References

All of NDC’s former clients – without exception – can be contacted for references. The following is only a sample of references:

Mr. Graham Mitchell. City Manager. City of El Cajon. 200 Civic Center Way. El Cajon. CA 92020. (619) 441-1716. GMitchell@cityofelcajon.us.

Mr. Jason Stilwell. City Manager. City of Santa Maria. 110 E. Cook Street. Santa Maria. CA 93454-5190. (805) 925-0951 ext. 2200. jstilwell@cityofsantamaria.org.

Mr. Marcus Walton. Communications Director. West Contra Costa Unified. 1108 Bissell Ave., Room 211-215. Richmond, CA 94801. 510-205-3092. mwalton@wccusd.net.

Mr. Jonathan Vasquez. Superintendent. Los Nietos School District. 8324 S. Westman Ave., Whittier, CA 90606. (562) 692-0271 Ext. 3212 jonathan_vasquez@lnsd.net.

Ms. Jennifer Fitzgerald, Mayor, City of Fullerton. 303 W. Commonwealth Avenue. Fullerton, CA 92832. (714) 402-3106. jennifer@curtpringle.com.

Mr. James Atencio. Assistant City Attorney. City of Richmond. 450 Civic Center Plaza. Richmond, CA 94804. 510-620-6509. James_Atencio@ci.richmond.ca.us.



National Demographics Corporation

Ms. Isabel Montenegro. Administrative Assistant. Inglewood Unified. 401 South Inglewood Avenue, Inglewood, CA 90301. 310-419-2799. imontenegro@inglewood.k12.ca.us.

Ms. Pam Abel. Superintendent. Modesto City Schools. 426 Locust Street. Modesto. CA 95351-2631. (209) 574-1616. able.p@mcs4kids.com.

Mr. Darrell Talbert. City Manager. City of Corona. 400 S Vicentia Avenue. Corona. CA 92882-2187. 951.279.3670. Darrell.Talbert@ci.corona.ca.us.

Mr. David Silberman. Deputy County Counsel. San Mateo County. 400 County Center. 6th Floor. Redwood City. CA 94063. 650-363-4749 dsilberman@smcgov.org.

Judge Hugh Rose (retired). Chairman. City of Modesto Districting Commission. 508 King Richard Lane. Modesto. CA 95350. Phone (209) 522-0719. Email: hhrose@hotmail.com.

Ms. Lucinda Aja. City Clerk, City of Buckeye, Arizona. 100 N Apache Rd, Suite A, Buckeye, AZ 85326. Phone (623) 349-6007. Email: laja@buckeyeaz.gov.

Summary Scope of Work

NDC tailors each project to the needs and goals of each jurisdictions. Below is a typical NDC-suggested timeline and description of project elements.

The dates provided below are general guidelines and will vary according to the goals, project choices, and deadlines of each jurisdiction.

January – March	Project Planning and decisions on public mapping tools, whether to use a commission, and other project options. Begin project communications and outreach.
April – July	Census data received and processed; any mapping tools prepared; and initial pre-draft-map hearing(s) held.
August - November	Draft maps prepared, considered, and revised (in hearings and, if desired, less formal public workshops)
December – February	Final plan revisions made and plan adopted and implemented.

Detailed Project Scope of Work

January – March, 2021: Project Planning and Initial Outreach

- a. NDC works with the jurisdiction to prepare a detailed project timeline of expected outreach efforts, public forums, formal hearings, draft map dates, and final map adoption dates.
- b. NDC works with the jurisdiction staff (or contract specialized outreach staff – see notes below about that option if interested) to prepare a project outreach plan for all steps of the process covering target audiences, contact lists, social media efforts, any potential postcard mailings, utility bill inserts, flyers for distribution at schools, media briefings, and community group contacts.
- c. Decide what public mapping tool(s) to provide, if any.
- d. Decide whether to use a commission.
- e. Create the project website: NDC will provide advice and text for the jurisdiction's website, or as an optional project element NDC will build a project website that the jurisdiction can simply link to from the jurisdiction site.
- f. NDC will work with jurisdiction and County Registrar staff to confirm GIS boundaries and to identify and include in our redistricting database any available GIS data that NDC and the jurisdiction identify are likely to be useful as mapping references for NDC, the public, and for the jurisdiction.
- g. Project outreach begins with initial alerts and 'invitations to participate' sent out to the general public, to overlapping jurisdictions, and to community organizations.

April –June, 2021: Initial Data Analysis and Ongoing Outreach

- h. Census data released and California Statewide Database completes "prison adjustments" of the data.
- i. NDC adds socio-economic data from the Census Bureau's American Community Survey to the state demographic data.
- j. NDC matches the demographic database to the existing election areas.



- k. NDC prepares a report regarding the demographics and compliance with state and federal criteria of the existing election areas, including maps of “protected class” population concentrations and other socio-economic data often referenced in redistricting (such as income, education levels, children at home, language spoken at home, renters / home owners, and single-family / multi-family residences).
- l. NDC report is circulated to the jurisdiction and into the project outreach messaging.

June – July, 2021: First Hearing

(Or multiple initial hearings or hearings and forums, if the jurisdiction wishes to hold more than one hearing and/or public forums prior to the release of draft maps.)

- m. NDC presents an overview of the redistricting laws and criteria, jurisdiction demographics, and the population balance of the existing election areas and their compliance (or possible lack thereof) with state and federal requirements.
- n. If the existing election areas are in compliance with state and federal rules and balanced, the jurisdiction decides whether to stop at this “Still Balanced” point or to continue with a standard redistricting.
- o. If the existing election areas are in compliance with state and federal rules and close to, but not quite, balanced, the jurisdiction decides whether conduct only a “Minimal Change” redistricting or to proceed with a full “Standard” redistricting project.
- p. The project timeline and outreach plan are presented to the public for comments and feedback, along with a request to the public to provide guidance on what residents consider key neighborhoods, communities of interest, and other project-related regions in the jurisdiction.
- q. If the optional public mapping tools and/or Public Participation Kit are included in the project, their use is demonstrated to the public.
- r. Outreach efforts continue with messaging to the public, with special focus on community groups with an interest in the redistricting.



August – September, 2021: Draft Mapping Time

- s. Outreach efforts continue with messaging reminding the public of the opportunity to provide written or mapped input on how the maps should be drawn and welcoming any maps residents wish to submit.
- t. If the optional public mapping tools and/or Public Participation Kit are included in the project, NDC provides email and phone support for any residents with questions regarding their use.
- u. If the optional public mapping tools and/or Public Participation Kit are included in the project, at the jurisdiction's option additional public forums on the use of those tools can be provided.
- v. The public deadline for submitting any initial draft maps will be approximately seven days prior to the official deadline to post all draft maps online (to provide NDC time to process any draft maps received, and for NDC to develop our own two to four initial draft maps).
- w. All outreach channels are used to inform the public about the opportunity to submit draft maps and to encourage participation in the review of the upcoming draft maps.

October – November, 2021: Initial Map Review and Direction

- x. NDC processes all public draft map submissions, drafts NDC's draft maps, summarizes all of the draft maps. The maps, related demographics, and summaries are provided by NDC in web-friendly formats. These process maps are posted on the project website and on the NDC-provided interactive review map.
- y. At the jurisdiction's option, one or more informal workshops or public forums are held to gather residents' reactions to and preferences among the draft maps.
- z. The jurisdiction holds a hearing to review the draft maps, narrow down the list of initial draft maps, and provide direction on any desired new or revised maps.
- aa. Two to three weeks are needed for the public to submit any new maps and for NDC to provide maps based on the direction at the hearing. During this time, additional outreach is conducted to inform interested residents and community groups of the selected 'focus maps' and the remaining opportunities to participate in the process.



January – February, 2022: Map Adoption

- bb. Any new or revised maps, related demographics, and summaries are posted on the project website.
- cc. At the jurisdiction's option, one or more informal workshops or public forums are held to gather residents' reactions to and preferences among the remaining maps.
- dd. One or more hearings are held to continue the review and refinement of the focus maps and, ultimately, adopt the final map.
- ee. Outreach continues to inform residents and community groups of the progress of the project, opportunities for future participation, and, ultimately, which map is adopted.
- ff. Following map adoption, NDC coordinates map implementation with the County Registrar, informing the jurisdiction staff of the progress, any issues, and ultimate completion of that work.
- gg. NDC works with the jurisdiction staff to ensure preservation of all project data and records, including GIS-format versions of the adopted map.

Details of Optional Project Elements

Advisory or Independent Redistricting Commissions

NDC anticipates that many California jurisdictions will create advisory or independent commissions to manage the redistricting process. NDC welcomes the use of such commissions, and our pricing does not change for jurisdictions creating commissions. But the creation, training, operation and reporting of such commissions often leads to more meetings (and a resulting increase in the “per meeting” project expenses) than a traditional redistricting process conducted primarily by the jurisdiction's elected leadership.

Outreach Assistance

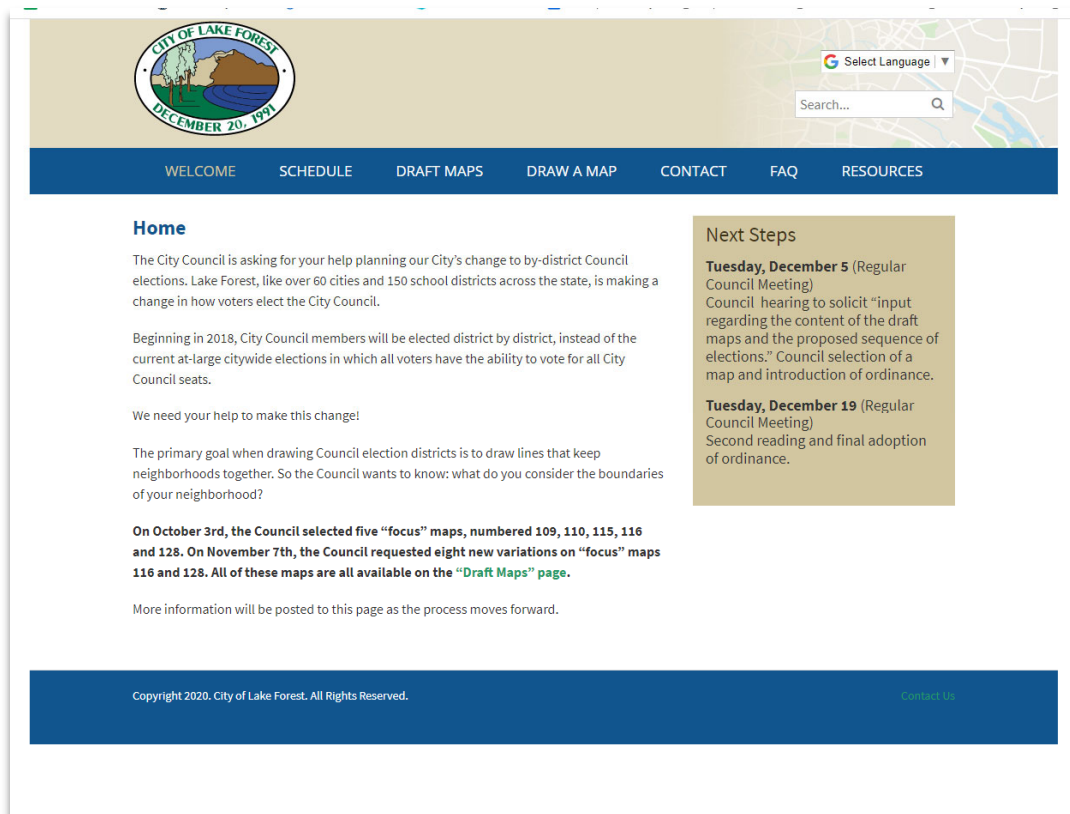
NDC brings topical expertise to your jurisdiction's outreach efforts, and NDC makes available to all clients our library of sample outreach materials including op-ed articles, postcards, utility bill inserts, flyers, and social media messages. NDC provides all of these materials along with our advice and input on outreach

strategy and materials to any interested jurisdiction, but we do not have graphic artists to customize or design such materials in-house.

For larger-scale outreach efforts, especially where jurisdictions wish to send representatives out to regular meetings of existing community organizations, NDC typically works together with a jurisdiction's in-house communications staff and/or with one or more outreach organizations. We have a number of firms we recommend, and we would be happy to work with any in-house team at the jurisdiction or with any firm or organization the jurisdiction selects. Projects with this level of outreach are relatively rare, as most projects can be handled by the jurisdiction's existing communications team using the samples, templates and advice NDC provides.

Project Website

NDC provides all project materials in website-friendly formats for posting on the jurisdiction's website. At no cost, NDC will provide project website samples and website language for use on the jurisdiction's project website. But for jurisdictions that prefer not to take on the challenge of creating and managing a rapidly-changing project website, NDC will create, host, and update project website (visit to see one such site – though note that site was created prior to passage of the new AB849 requirements).

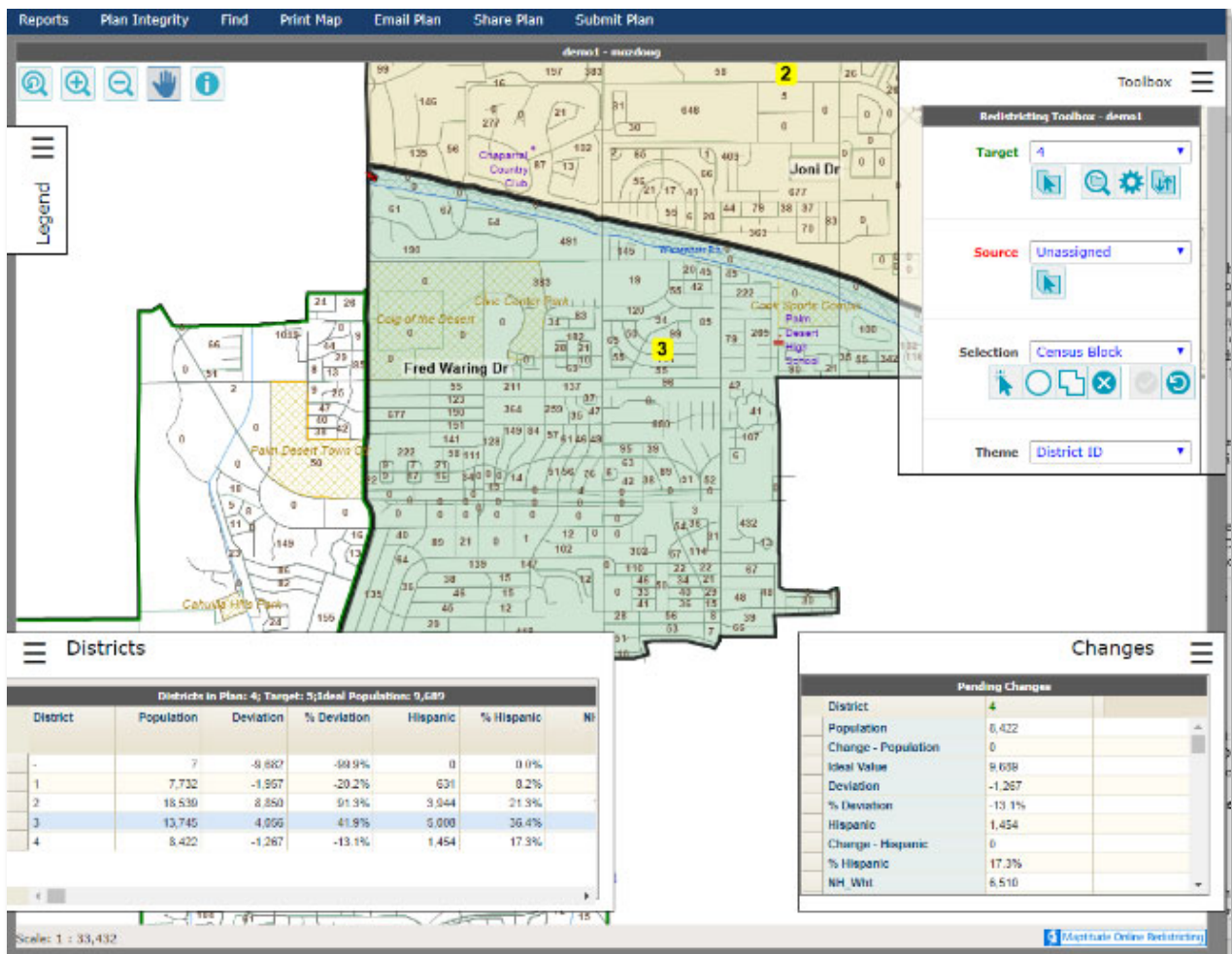


Background on Online Mapping Tool Options

NDC is the unmatched leader in redistricting tools that empower residents to review draft maps and to develop and submit their own map proposals. NDC is the only firm that has used the online mapping solutions from both ESRI and Caliper Corporation in major redistricting projects.

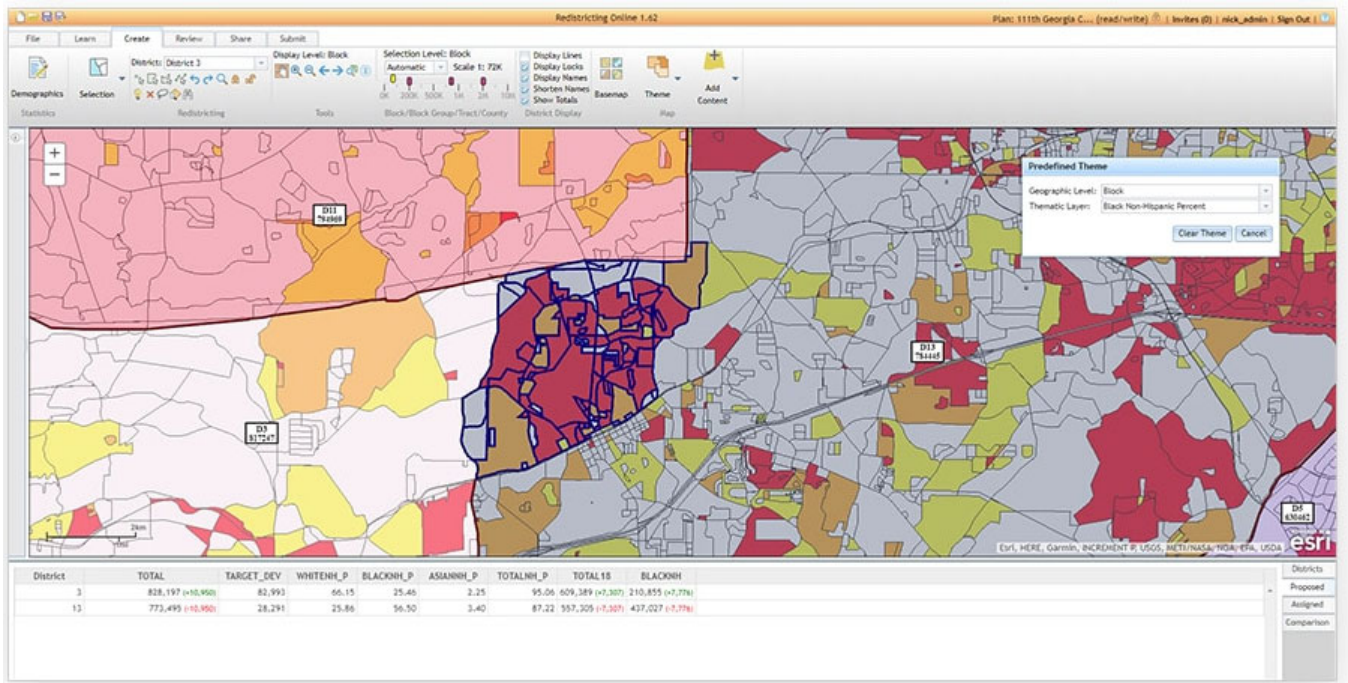
Only NDC has repeatedly trained members of the public, processed public map submissions, and presented the public map proposals to public hearings and commission meetings. NDC's online mapping tool options provide user support, hosting, managing, and processing submitted plans for an online interactive system that allows public to draw and submit proposed maps through a standard web browser.

In the more than 200 California local districting projects between 2012 and 2020, NDC is the only consultant providing clients access to Caliper Corporation's "Maptitude Online Redistricting" tool. Even with the technical challenges arising



from such tools' power and flexibility, NDC's training and encouragement frequently results in 10, 20, 30 or more different maps drawn by residents of the school district or city providing that tool to its residents.

The other primary public mapping tool currently on the market is ESRI's online districting tool. While easy to use, the ESRI product costs significantly more. As a result, traditionally only the largest jurisdictions have been able to afford it.



When it is time to start the project, NDC will work with each interested client to determine which, if any, online mapping tool best meets the goals and budget of the jurisdiction.

Paper- and Excel-based Public Mapping Tools

While online mapping tools are very popular, NDC never forgets those residents who do not have internet access or who simply prefer to not drawing maps online.

At no cost with every online mapping tool, and as a separate option for jurisdictions that for budget or other reasons do not include an online mapping tool, NDC offers our “Public Participation Kit.” Each “Kit” includes two formats.

The first, and most simple, Kit is a one-page map showing streets, city borders, and population counts for NDC-created “Population Unit” geographic areas. Residents draw the map they wish to propose and add up the population counts by hand until they get the right population count in each district. All of the directions needed are right on the single-page form. Examples of these tools, from our work for the City of Lake Forest, are available here: <https://drawlf.org/draw-a-map/>.

The second form of offline mapping tool is for those residents who do not want to deal with an online mapping tool, but who are already comfortable with Microsoft Excel. NDC provides a similar simple one-page map of those same “Population Units,” but this time the map shows the Unit ID number rather than the population count in that Unit. Residents then enter their preferred district assignment for each Population Unit into the pre-formatted Excel spreadsheet (also available on the Lake Forest website), and Excel calculates the total population and demographics of each District. When the resident has the map the way they like it, they simple email in the Excel file.

Public Participation Kit

Each number indicates the total population of that "population unit" area. Each district must have essentially equal population.

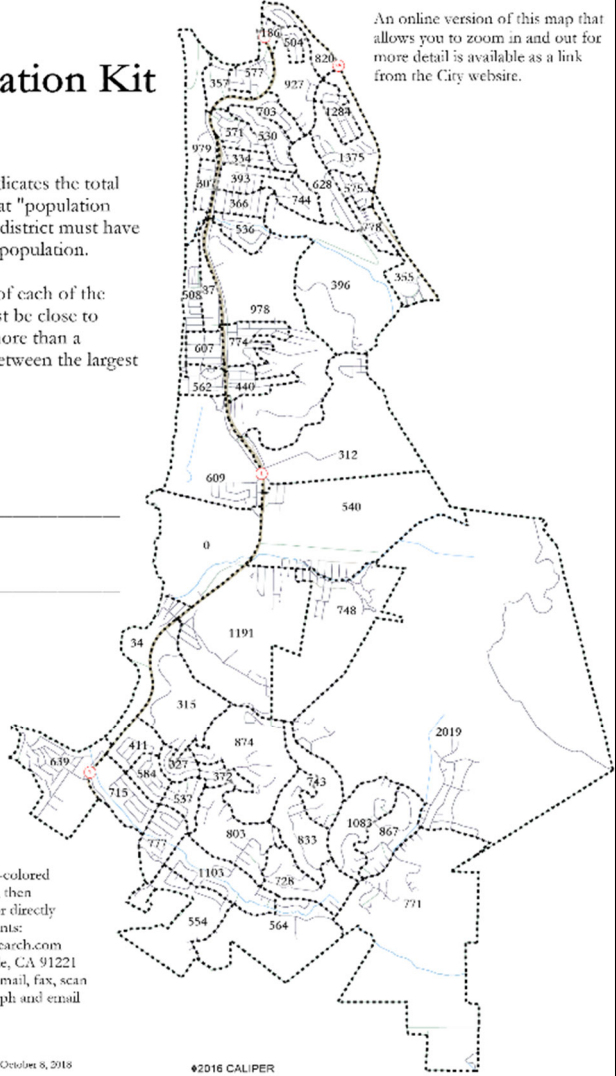
The population of each of the five districts must be close to 7,447, with no more than a 745 difference between the largest and smallest.

Name: _____

Phone or email: _____

Please use a thick dark-colored pen to draw your map, then submit it at City Hall or directly to our project consultants:
 Submission@NDCresearch.com
 PO Box 5271, Glendale, CA 91221
 You can hand-deliver, mail, fax, scan and email, or photograph and email your map.

National Demographics, October 8, 2018 #2016 CALIPER



An online version of this map that allows you to zoom in and out for more detail is available as a link from the City website.



Project Pricing

1. **Basic Project Elements** (covers everything except for per-meeting and optional expenses):..... \$ 17,500

2. **Per-Meeting expense:**

- In-person attendance, per meeting \$ 2,750
- Virtual (telephonic, Zoom, etc.) attendance, per meeting..... \$ 1,250

For each meeting, NDC will prepare meeting materials, including presentation materials and maps; present and explain key concepts, including mandatory and traditional redistricting criteria and “communities of interest”; facilitate conversations; answer questions; and gather feedback on existing and proposed boundaries.

Per-meeting prices include all travel and other anticipated meeting-related expenses. Telephone calls to answer questions, discuss project status, and other standard project management tasks do not count as meetings and do not result in any charge.

3. **Optional Project Elements:**

a) Project website \$ 4,000

b) Online mapping tool options:

- Caliper’s “Maptitude Online Redistricting” (MOR)..... \$ 7,500
- Tuft University’s “DistrictR” \$ 4,000
- ESRI Redistricting *

c) Public Participation Kit mapping tool:

- i. With MOR or ESRI online mapping tool.....incl. at no add’l charge
- ii. Without MOR or ESRI online mapping tool..... \$ 3,500

d) Working with independent or advisory redistricting commission..... no additional charge

e) Additional outreach assistance..... separately contracted

* ESRI prices its software on a jurisdiction-by-jurisdiction basis. The lowest prices we have seen are \$80,000 and up. If that is an option the jurisdiction would like to pursue, NDC will request a specific price for your jurisdiction from ESRI.

Other Potential Project-Related Expenses:

The most common additional project expenses would be any site or staff costs for conducting the community forums and the cost of printing or copying paper



copies of the “Public Participation Kit.” In NDC’s experience, most participants will download and print the Kits in their own homes or offices.

Additional Analysis

NDC is happy to assist with any additional analysis that the client requests at our standard hourly rates:

Principal (Dr. Douglas Johnson).....	\$300 per hour
Vice President (Justin Levitt)	\$250 per hour
Senior Consultant	\$200 per hour
Consultant.....	\$150 per hour
Analyst / Clerical.....	\$50 per hour

Dr. Johnson is also available for deposition and/or testimony work if needed, at \$350 per hour.

Requested Payment terms:

NDC requests that one-half of the “Basic Project Elements” fee, one-half of the “Minimal Changes Fee” fee, or the entire “Still Balanced” project fee be paid following the decision on which project will be undertaken, with the balance of the project costs paid at the conclusion of the project.

Exception: “Still Balanced” Jurisdictions

For a few jurisdictions, the existing election areas will still meet the equal population and voting rights act requirements using new 2020 Census data. These jurisdictions have the option simply retain the existing map without drawing and holding hearings on alternative maps. For jurisdictions electing this approach, the project would conclude with that decision and the only project expense would be the “still balanced” analysis expense and any per-meeting fees (at the per-meeting rates stated above).

Includes all the services listed below: \$ 3,500

- Compile total population and Citizen Voting Age Population data.
- Import existing election area lines.
- Compile population data by election area and calculate population deviations, prepare memo summarizing findings.



Exception: “Minimal Changes” Scope of Work

The initial NDC population analysis of the existing election areas may conclude that a jurisdiction’s election areas are only slightly out of population balance. Such a jurisdiction is still required to redistrict, but one or two small changes could balance the map without the need for, nor public interest in, an extensive series of draft maps and public meetings.

This project would involve fewer demographic data, fewer draft maps, and fewer meetings than a standard project. This “Minimal Changes” approach retains the community of interest and other decisions embodied in the already-existing map of election areas and makes only the small changes needed to bring that previous map into population balance.

For jurisdictions electing this “minimal changes” approach, the only expense would be the initial population analysis, per-meeting fees (at the per-meeting rates stated above) for any meetings, and a reduced NDC fee for the development, presentation, and implementation of the slightly adjusted map.

“Minimal Change” project cost, including all services listed below:..... \$ 8,500

- Compile total population and Citizen Voting Age Population data.
- Compile population data by existing election area and calculate population deviations.
- Prepare memo summarizing findings.
- Creation of two or three initial draft maps, with basic population and citizen voting age population demographics for each election area in each map.
- Online posting of the draft maps to an interactive review website.
- Drawing any requested minimal changes to a draft map.
- Work with the County Registrar of Voters to implement the final adopted plan.

“Minimal Change” per-meeting expenses

Meeting attendance is not included in the “minimal change” project base fee. If requested, NDC team members participate in “minimal change” project hearings at the same “per meeting” expenses listed for a standard project in the previous section of this proposal.

* Under California’s FAIR MAPS Act, cities, towns and counties are not eligible for “Minimal Change” projects. A city or county that needs to make any change to its election areas must go through a “Standard Redistricting” process.

Conclusion

Since its founding NDC has been the nation's preeminent company devoted to local election systems. To summarize:

- NDC has more experience in the field of municipal political election systems than any other company.
- NDC's experience and expertise has been recognized by our hundreds of clients, the California League of Cities, the California School Board Association, the California Special District Association, and the National Conference of State Legislatures.
- NDC, founded in 1979, has a demonstrated record of financial solvency.
- NDC's hardware and software resources were specially designed and acquired for districting and redistricting purposes.
- NDC's highly respected personnel have impeccable credentials in each aspect of the districting and redistricting processes.
- NDC's suggested approach has been tested in many jurisdictions.
- Any NDC client can be contacted for testimonials and reference.
- NDC has demonstrated experience over many years in working with the press and media on local election system issues.
- Neither the Justice Department nor any Court has ever rejected any of the hundreds of local government districting or redistricting plan submitted by NDC.

NDC takes pride in tailoring each project to the needs and goals of each individual client. NDC is open to any feedback, concerns, requests, or changes regarding this proposal.

NDC looks forward to the opportunity to work with you on this project.



Proposal Acceptance

The terms of this proposal are available for 90 calendar days from its delivery to you. In most situations, NDC is open to extending that period of time to meet any particular needs of your jurisdiction.

If your jurisdiction has specific contract and/or letter of agreement language you prefer to use, please provide it and ignore the signature block below. If you prefer, simply sign two copies of this proposal in the signature block below and return them to NDC. Once signed by NDC, one copy will be returned to you.

Thank you.

For National Demographics Corporation

For Santa Cruz City Schools

Douglas Johnson, President

Date

Date

Appendix

Resumes of NDC President Dr. Douglas Johnson and Vice President Dr. Justin Levitt are attached.

A client list and resumes of all NDC team members are available at www.ndcresearch.com/about-us/.

Douglas Mark Johnson

P.O. Box 5271
Glendale, CA 91221
djohnson@NDCresearch.com

mobile: (310) 200-2058
office: (909) 624-1442
fax: (818) 254-1221

Employment

President, National Demographics Corporation, 2006 – present.
Senior Analyst, National Demographics Corporation, 2001 – 2006.
Fellow, Rose Institute of State and Local Government, 2001 – present.
Project Manager and Senior Manager at three internet startup companies, 1999 - 2001.
U.S. Representative Stephen Horn, Legislative Director and System Manager. 1993 – 1997.
Coro Foundation, Fellowship in Public Affairs. 1992 – 1993.
Rose Institute for State and Local Government, Student Manager. 1989 – 1992.

Education

Claremont Graduate University, Ph.D. in Political Science, 2015. Dissertation: “Independent Redistricting Commissions: Hopes and Lessons Learned.”
UCLA Anderson Graduate School of Management, MBA, 1999.
Claremont McKenna College, BA in Government (Political Science), 1992.

Academic Honors

Graduated Cum Laude from Claremont McKenna College.
Phi Beta Kappa. Philip Roland Prize for Excellence in Public Policy.

Publications and Articles

Christian Science Monitor “Let the public help draw voting districts,” October 25, 2013.
New York Times, “The Case for Open Primaries,” February 19, 2009.
Los Angeles Times Opinion Articles:
 “A neighbor’s help on redistricting” June 24, 2007.
 “A Trojan horse primary for the GOP” February 25, 2007.
 “Where a porn palace stood” (article on redevelopment), July 30, 2006.
Fresno Bee Opinion Article: “The Poison Handshake” June 15, 2004.
Redistricting in America. Rose Institute of State and Local Government, 2010.
Restoring the Competitive Edge: California's Need for Redistricting Reform and the Likely Impact of Proposition 77. Rose Institute of State and Local Government, 2005.
“Competitive Districts in California” Rose Institute of State and Local Government, 2005.
Latinos and Redistricting: “Californios For Fair Representation” and California Redistricting in the 1980s. Rose Institute of State and Local Government, 1991.

Speaker or Panelist

California School Board Association Annual Education Conference panelist: “The California Voting Rights Act: What Board Members Must Know.” December 4, 2015.
Associated Cities of California – Orange County, Keynote Speaker, Newly Elected Officials’ Reception and Dinner, “The California Voting Rights Act,” January 29, 2015.
California League of Cities, City Manager Department, 2015 Department Meeting: “Opportunity to Engage Residents: The California Voting Rights Act.” January 29, 2015.
California League of Cities, City Clerk Department, 2014 Annual Meeting: “Whose Line Is It Anyway: Making the transition from at-large to by-district elections.” September 3, 2014.
National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2007 Spring Forum, “The Arizona Independent Redistricting Commissions' experiences with the first-ever independent redistricting.”
National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2008 Spring Forum, “Communities of Interest In Redistricting: A Practical Guide.”

Douglas Mark Johnson

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2009 Fall Forum, "The Key to Successful Redistricting."

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2010 Spring Forum, "Communities of Interest in Redistricting: A key to drawing 2011 plans (and for their defense)."

National Conference of State Legislatures, Redistricting and Elections Standing Committee: 2011 Winter Forum, "Citizen Voting Age Data from a line-drawer's viewpoint."

Luncheon Keynote Speaker, Santa Barbara's Channel Cities Club, "California's next experiment: independent, public redistricting," January 18, 2011.

Annual Conference, Arizona League of Cities and Towns, Presenter at "Redistricting Law and the Voting Rights Act: What It Means for Your City or Town in 2011," August 25, 2010.

Redistricting, The 2010 Census, and Your Budget, Sponsored by the Rose Institute of State and Local Government, California League of Cities, October 15, 2009.

Arizona Election Law 2010 Continuing Legal Education Conference, "Communities of interest and technology in redistricting," sponsored by the Arizona State Bar Association, March 2010

California's New Independent Redistricting Commission, sponsored by the Irvine Foundation and the California Redistricting Collaborative, December 15, 2009

Tribal Association of Sovereign Indian Nations (TASIN) Legislative Day 2009, "The 2010 Census and 2011 Redistricting in California," December 2, 2009.

California School Board Association, "Litigation Issues and the California Voting Rights Act," December 4, 2009.

California Latino School Boards Association, "Introduction to the California Voting Rights Act," August 20, 2009.

Building a National Reform Movement, Salt Lake City, Utah, 2006, conference on redistricting reform hosted by the League of Women Voters, Campaign Legal Center, and The Council for Excellence in Government

Texas Tech University, "A Symposium on Redistricting," May, 2006

California League of Cities, "Introduction to the California Voting Rights Act."

Voices of Reform, a project of the Commonwealth Club of San Francisco: multiple forums on redistricting and / or term limits, 2006 – 2007

Classroom speaker at Pepperdine University, the University of La Verne, Pomona College and Claremont McKenna College

Justin Mark Levitt

P.O. Box 5271
Glendale, CA 91221
jlevitt@NDCresearch.com

mobile: (480) 390-7480
office: (818) 254-1221
fax: (818) 254-1221

Employment

Vice-President, National Demographics Corporation, 2012 – present.
Senior Analyst, National Demographics Corporation, 2003 – 2011.
Instructor in Political Science, University of California, San Diego, 2012 – present.
Graduate Research Fellow, Center for US-Mexico Studies, 2010 – present.
Graduate Research Fellow, University of California, San Diego, 2008 – 2010 and 2013 – 2014.
Jesse M. Unruh California Assembly Fellow. 2006 – 2007.
Rose Institute for State and Local Government, Student Manager. 2005 – 2006.

Education

University of California, San Diego, Ph.D. Political Science, 2016. Dissertation title: “The Impact of Geographic Patterns on Tradeoffs in Redistricting.”
Claremont McKenna College, BA in Philosophy, Politics and Economics (PPE), 2006.

Academic Honors

California Studies Fellow, University of California, San Diego, 2007 – 2009
Graduated Cum Laude from Claremont McKenna College.

Publications and Conference Presentations

Settle, Jamie, Robert Bond, and Justin Levitt. 2011. “The Social Origins of Adult Political Behavior.” *American Politics Research*. 39 (2). 239-263

Miller, Kenneth and Justin Levitt. 2007. “The San Joaquin Valley.” In The New Political Geography of California. Eds. Frederick Douzet, Thad Kousser, and Kenneth Miller. Berkeley: Institute of Government Studies.

“The Political Geography of Tradeoffs in Redistricting” Paper presented at the State Politics and Policy Conference, Iowa City, IA, 2013

Getting What You Want: A Bargaining Approach to Fair Division in Redistricting. Paper presented at the “Challenging Urban Borders : the geopolitics of immigration and segregation” workshop, Berkeley, CA, 2013 and the State Politics and Policy Conference, Houston, TX, 2012

“An Atlas of Public Health in Mexico” (with Alberto Diaz Cayeros). Paper presented at the Hewlett Foundation Conference on Public Health, Mexico City, DF. 2012

“Remoteness and the Territoriality of Public Health” (with Alberto Diaz Cayeros). Paper presented at the American Political Science Association conference, Seattle, WA. 2011

“Initiatives as revealed preferences” Paper presented at the American Political Science Association conference, Seattle, WA. 2011

“No Se Puede: Latino Political Incorporation in Phoenix.”. Paper Presented at the New Political Geography of California conference, Berkeley, CA., 2009

Justin Mark Levitt

“Political Change in the Central Valley”. Paper Presented at the Western Political Science Association conference, Las Vegas, NV.,2007

Working Papers

Hill, Seth, Thad Kousser, Alex Hughes, and Justin Levitt. ND. *“How Competitiveness Shapes Infrequent Primary Voters Response to Receiving a GOTV Mailer.”*

Diaz-Cayeros, Alberto and Justin Levitt. ND. *“Remoteness and the Territoriality of Public Health.”*

Levitt, Justin. ND. *“Getting What You Want: A Bargaining Approach to Fair Division in Commission-led Redistricting.”*

Teaching Experience

California State University, Long Beach, Department of Political Science

Adjunct Professor—POSC 327 (Urban Politics)	Spring 2016-Present
Adjunct Professor—POSC 229 (Cases in Policy Analysis)	Present
Adjunct Professor—POSC 412 (Law and Social Change)	Spring 2016-Present
Adjunct Professor—POSC 399 (California Politics Short Course)	Present

University of California, San Diego, Department of Political Science

Co-Instructor—UPS 170 (Regional Governance Reconsidered)	Spring 2015
Instructor—Poli 100A (The Presidency)	Fall 2014
Instructor—Poli 160AA (Introduction to Public Policy Analysis)	Fall 2013
Instructor—Poli 10 (Introduction to American Politics)	Summer 2013

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Albion Environmental Proposal: Branciforte Small Schools
Archeological Monitoring

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Albion Environmental proposal for Branciforte Small Schools archeological monitoring services.

BACKGROUND:

This proposal consists of archeological monitoring for demolition of five (5) portable classroom buildings and the construction of three (3) new classroom buildings and a resource center at Branciforte Small Schools. During demolition work, some potential cultural artifacts were uncovered. This proposal provides ongoing monitoring and guidance in the event of additional potential discoveries.

FISCAL IMPACT:

\$7,277.09, Measure A Funds (Restricted), representing 0.09% of the overall site budget
\$8,759,099.00 is the total Bond Allocation to Branciforte Small Schools

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

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

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

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

Prepared by Trevor Miller, Director, Facility Services

December 22, 2020

Trevor Miller
Santa Cruz City Schools
536 Palm Street
Santa Cruz, California 95060

RE: Proposal to Provide Archaeological Monitoring for the Branciforte Small Schools Project

Dear Mr. Miller:

Albion Environmental, Inc. (Albion) is pleased to respond to your request for a proposal to conduct archaeological monitoring for the Branciforte Small Schools Project (Project), located at 840 North Branciforte Avenue (APN: 010-041-31), Santa Cruz, California (Figure 1). The Project includes the demolition of five existing portable classroom (PC) buildings, construction of three new PC buildings, grading, new hardscaping and landscaping, tree removal, and installation of fire alarm panels and associated utilities at the PC buildings and the main building. The depth of impact ranges from 1' to 4', depending on the project element. Santa Cruz City Schools (SCCS) is the lead agency for the Project and the proposed development is subject to the California Environmental Quality Act (CEQA).

BACKGROUND

Santa Cruz City Schools (SCCS) contracted with Albion in August 2018 to provide an extended Phase I Archaeological Study for improvements to Branciforte Small Schools (D'Oro 2018). The results of the study indicated that archaeological resources may be present under the existing school grounds. Specifically, the Project Area is in the center of Villa de Branciforte, one of the first towns founded by the Spaniards in Alta California. The Villa's main thoroughfare, Branciforte Avenue, which was also used as a horserace track, was lined with crude huts, then adobe houses. In fact, a map from 1853 depicts some of these structures within the Project Area.

Based on these results, Albion strongly recommended a qualified archaeologist monitor demolition and all ground disturbance during construction due to the high likelihood of encountering prehistoric and/or historic cultural resources.

SCOPE OF WORK

Albion proposes to conduct Archaeological Monitoring Services within the Project Area with the following scope of work.

1414 Soquel Avenue, Suite 205
Santa Cruz, CA 95062

(831) 469-9128 Santa Cruz
(805) 592-2222 San Luis Obispo

albionenvironmental.com

TASK 1: PROJECT MANAGEMENT

Over the course of the Project, Albion will require time for contract management, meetings and correspondence, and employee and data management. The Project Manager, Stella D'Oro, will manage the overall Project scope and budget, provide ongoing progress reports, and will be your primary Albion liaison. Ms. D'Oro will be available for meetings with SCCS to review Project scope, conduct site visits to review existing conditions, attend any needed team conference calls, video calls and meetings, as well as supporting any Request for Information needs for the Project.

TASK 2: MONITORING PLAN

Albion recommends that the Project operate within a Project-specific Monitoring Plan. It is Albion's judgement that creating and implementing a Project-specific monitoring plan leads to overall efficiencies of both time and cost.

The Archaeological Monitoring Plan involves coordination with the Project Team to develop a Project-specific plan for archaeological monitoring during project construction. An important element of the plan will be a description of the known archaeological resources (including the types of artifacts likely be to be encountered during monitoring), as well as the protocol for excavating soils during specific construction tasks. The plan will outline procedures for addressing unanticipated archaeological discoveries made during construction (i.e., intact features, human remains). Procedures will be designed to adequately address treatment of cultural resources under CEQA guidelines (Article 5: Section 15064.5) should they be discovered during the Project. The plan will also provide details for a worker-training program, designed to inform non-archaeological project personnel of site characteristics and procedures for reporting a discovery (i.e., in-field briefings). This training will occur on site, preferably on the first day of construction. Lastly, the plan will outline reporting procedures for documenting all monitoring activities in a Summary Monitoring Report, to be prepared upon completion of Project construction.

TASK 3: ARCHAEOLOGICAL MONITORING

Archaeological monitoring of the Project will be conducted by a qualified archaeologist. The qualified archaeologist will meet the professional qualifications standards of the Secretary of the Interior for Archaeology and will have ample experience in California archaeology. Albion's qualified archaeologist will monitor under the supervision of Stella D'Oro who holds an MA in Anthropology and has been working in California archaeology for sixteen years.

All work will be accomplished in compliance with California Environmental Quality Act (CEQA) guidelines (Article 5: Section 15064.5). Duties of the archaeological monitor include observing all ground-disturbing activities within the Project Area. Archaeological monitors will be equipped to identify and fully record newly discovered features in the field, using standard techniques such as drawings, written descriptions, photography and maps. The archaeological monitor will rely primarily on observation of soil disturbance during construction activities (i.e., manual or machine excavations, grading). The monitor will

periodically ask the equipment operator or laborer to temporarily halt, while the monitor takes a closer look at excavation areas. The monitor will be observing consistency or changes in soils or may be examining specific materials that may be cultural in origin. This will usually be done from outside the excavation area, however, on occasion the monitor may wish to observe the soils or materials at close range. In this case, the operator will be asked to hold the equipment at a safe distance while the monitor makes the close observations. While substantial finds may require up to 1/2-hour to assess, as noted below, it is usually the case that the monitor will require only a minute or two to complete the assessment. In such cases, it will be unnecessary to turn off or move the equipment.

Inadvertent Discoveries

If potentially significant cultural materials are encountered (i.e., intact features), the archaeological monitor will halt excavation within the immediate vicinity (approximately 50 ft from discovery in all directions) to determine the nature of the find. The monitor will conduct a brief field assessment (1–30 minutes) to determine if the discovery constitutes a potential significant archaeological resource. Generally, an archaeological resource is considered potentially significant if it appears relatively intact or undisturbed or is a discrete feature such as a hearth. The monitor will immediately notify construction crews if additional time is required to consult with the Project archaeological consultant/contractor or other specialists. If the archaeological feature is determined to be significant under the CEQA, and impacts to the resource cannot be avoided, the feature may be subject to data recovery mitigation to reduce adverse impacts to less than significant.

If human remains are discovered during monitoring, all activity will be stopped and all pedestrian and vehicular traffic within a 150-foot radius of the find will be closed. The Santa Cruz County Coroner will be notified and shall make a determination as to whether the remains are of Native American origin or whether an investigation into the cause of death is required. If the remains are determined to be Native American, the Coroner will immediately notify the Native American Heritage Commission (NAHC). Once the NAHC identifies the most likely descendants, the most likely descendants will make recommendations regarding the proper burial, which will be implemented in accordance with Section 15064.5 (e) of CEQA guidelines.

TASK 4. MONITORING REPORT

Upon completion of all monitoring activities, the Albion team will create a Monitoring Report that will summarize all monitoring activities and confirm that all recommended mitigation measures have been met for cultural resources.

ASSUMPTIONS

Albion assumes the following:

- No cultural resources will be found during construction activities. Any inadvertent discoveries will require a change order.
- Construction monitoring will only be needed for nine, 8-hour days. Any additional work beyond this will require a change order.
- The standard workday will be 8 hours, and the standard work week will be 40 hours, Monday through Friday.
- Our work will follow Albion COVID-19 Safety Plan protocols and procedures, developed using Santa Cruz County recommendations.
- Changes to scheduling require at least 24-hour's notice.

ESTIMATED COST

Albion proposes to perform these services on a time and materials basis at a total cost not to exceed \$7,277.09 (Attachment 1). The terms of this proposal are valid for 90 days. If you have any questions regarding this proposal, please do not hesitate to contact me at (831) 345-7504. If this proposal is acceptable to you, please sign the notice to proceed below.

Sincerely,



Stella D'Oro, MA, RPA
Senior Archaeologist

Attachment 1: Proposed Budget

REFERENCES

D'Oro, S.
2018 *Extended Phase I Archaeological Study for Improvements to Branciforte Small Schools Santa Cruz, California*. Prepared by Albion Environmental, Inc. On file at the Northwest Information Center, Rohnert Park, California.

NOTICE TO PROCEED

I have reviewed and accept the terms of this proposal, and authorize Albion Environmental, Inc. to proceed with this work.

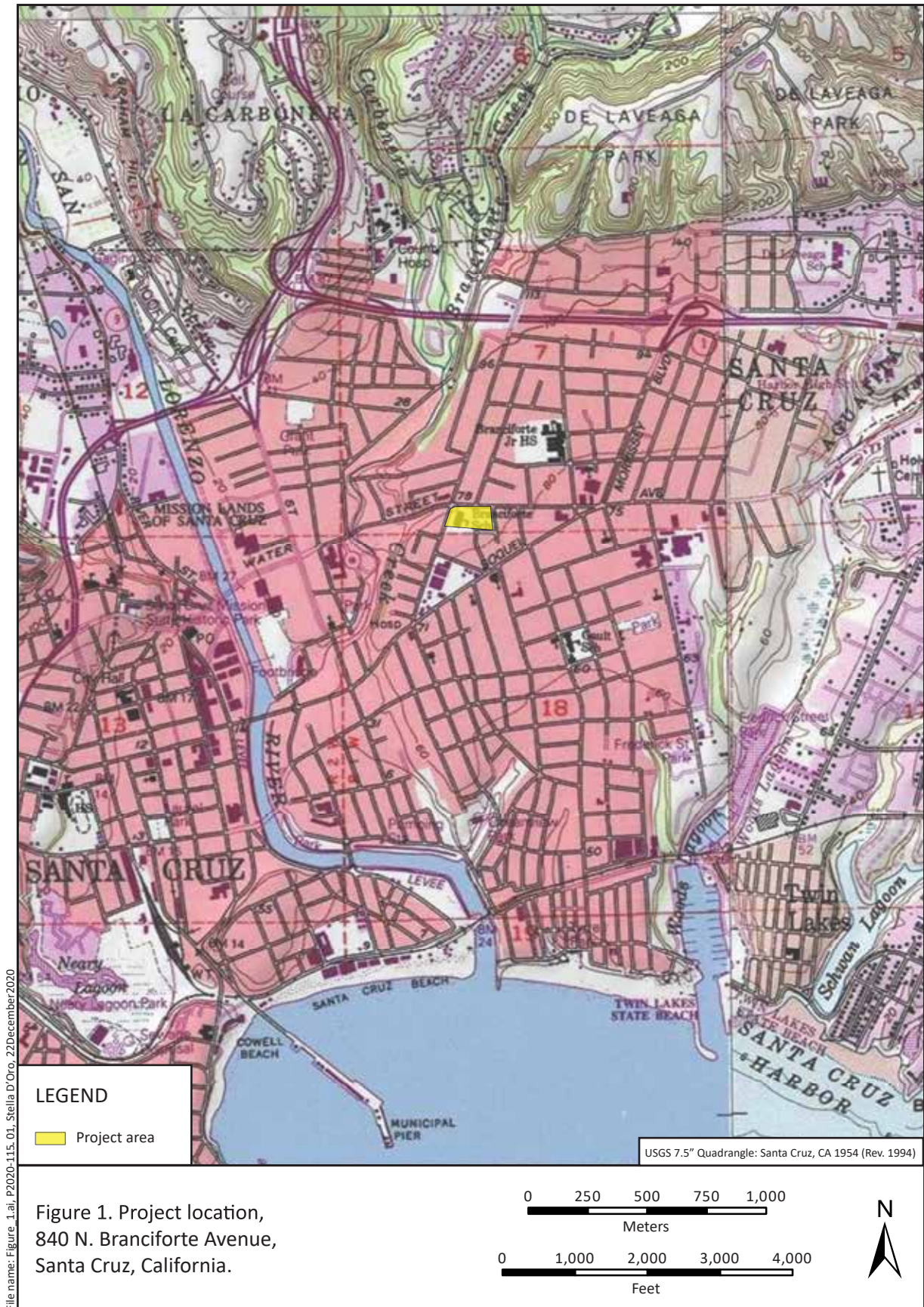
Property Owner or Agent

Date

Please send Albion's invoice(s) by:

____ Email to: _____ (email address)

____ USPS to: _____ (mailing address)



Attachment 1

Proposed Budget

Construction Monitoring at Branciforte Small Schools

Santa Cruz City School

December 22, 2020

Labor	Rate	Task 1 Management & Mobilization		Task 2 Monitoring Plan		Task 3 Monitoring		Task 4 Monitoring Report		Total	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Principal 3F - Peelo	\$117.94	1	\$117.94	0.5	\$58.97	0	\$0.00	0.5	\$58.97	2	\$235.88
Senior Archaeologist 5C - D'Oro	\$97.49	3	\$292.47	2	\$194.98	0	\$0.00	1	\$97.49	6	\$584.94
Administrative 9A - Convisser	\$88.05	0	\$0.00	0	\$0.00	0	\$0.00	1	\$88.05	1	\$88.05
Archaeologist 6C - Spellman	\$78.62	2	\$157.24	1	\$78.62	72	\$5,660.64	6	\$471.72	81	\$6,368.22
Total Labor		6	\$567.65	3.5	\$332.57	72	\$5,660.64	8.5	\$716.23	90	\$7,277.09
Total Cost			\$567.65		\$332.57		\$5,660.64		\$716.23		\$7,277.09

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Albion Environmental Proposal: Mission Hill Middle School Archeological Monitoring

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Ratify the Albion Environmental proposal for Mission Hill Middle School archeological monitoring services.

BACKGROUND:

This proposal consists of archeological monitoring for the athletic field replacement project at Mission Hill Middle School. During demolition work, some potential cultural artifacts were uncovered. This proposal provides ongoing monitoring and guidance in the event of additional potential discoveries.

FISCAL IMPACT:

\$21,701.10, Measure A Funds (Restricted), representing 0.12% of the overall site budget
\$17,648,740.00 is the total Bond Allocation to Mission Hill Middle School

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

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

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

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

Prepared by Trevor Miller, Director, Facility Services

January 11, 2021

Trevor Miller
Director of Facility Services
Santa Cruz City Schools
536 Palm Street
Santa Cruz, California 95060

RE: Proposal to Provide Archaeological Monitoring Services for Construction at Mission Hill Middle School Track and Field Renovation Project, 425 King Street, Santa Cruz, California

Dear Mr. Miller:

Albion Environmental, Inc. (Albion) is pleased to respond to your request to conduct archaeological monitoring for the Mission Hill Middle School Track and Field Renovation Project, located at 425 King Street, Santa Cruz, California.

BACKGROUND

Santa Cruz City Schools (SCCS) is actively renovating the track and field at Mission Hill Middle School. Work associated with the Project includes demolition of existing synthetic turf field and select demolition of existing track surfacing, new track surfacing in demolished areas and overlay of existing track surfacing, underground drainage infrastructure, installation of new infilled synthetic turf field, fence and gate improvements, site furnishing improvements, and rewiring of existing electrical outlets. Depth of impacts range between 1 and 5 feet.

Construction for this project began on December 1, 2020. No archaeological monitor was present on site between December 1, 2020, and January 5, 2021. Based on the construction schedule, it appears that the project has completed the removal of existing track surfacing and turf, demolition, and rough grading. In addition, the project started excavation for the underground drainage infrastructure (i.e., storm drain trench).

On January 6, 2021, while digging for a storm drain trench, construction workers discovered a deposit of bone. Trevor Miller contacted Albion to request that an archaeologist meet him on site to assess the inadvertent discovery. Albion archaeologist, Matt Manigault, B.A., met Trevor Miller on site in the afternoon and gathered some information about the construction activities and the inadvertent discovery, confirming that the bone was not human. On Thursday, January 7, Mr. Manigault returned to the Project site to further investigate the discovery (Feature 001) using hand tools (e.g., trowels, brushes, probe) to support our assessment of the feature. He also formally recorded the resource (photographs, drawings, archaeological forms, GPS). On the same day, Albion Principal Investigator, Sarah Peelo, Ph.D., RPA, visited the site to finalize Albion's assessment and recommendations.

1414 Soquel Avenue, Suite 205
Santa Cruz, CA 95062

(831) 469-9128 Santa Cruz
(805) 592-2222 San Luis Obispo

albionenvironmental.com

The deposit is characterized as a low density deposit of cow bone within a matrix of mottled soil (Danville Clay mixed with imported sand). As no datable artifacts were visible, we are unable to associate the resource with a particular historic time period (e.g., Mission, American). Given this, evidence of modern disturbance, and little to no data potential, it is Albion's assessment that the deposit is not likely significant under the California Environmental Quality Act (CEQA). We recommend that an archaeologist monitor the mechanical removal of the feature within the trench, examine the feature soils and collect any bone or artifacts from the feature.

We also recommend that an archaeological monitor be present for any additional ground disturbance, as the Project Area is highly sensitive for cultural resources. A Phase I Cultural Resources Assessment was conducted at the property which included a record search from the Northwest Information Center (NWIC), a historic map search, a field investigation entailing pedestrian survey of the parcel, as well as a report of findings and recommendations for SCCS (Peelo 2018). The data from NWIC found no resources within the Project Area and fifteen resources within 1/4-mile of the Project Area. Archival maps also indicate that the Project Area is within the larger landscape of Mission Santa Cruz. In addition, Sanborn maps indicate multiple parcels and a number of structures within the Project Area, suggesting active land use between the 1880s and 1930s. Pedestrian survey also identified historic-era isolated artifacts, including isolated glass, saw-cut bone, a metal horseshoe, and shell. Based on these findings, Albion recommended monitoring all ground disturbance to insure potential cultural resources are protected.

SCOPE OF WORK

TASK 1. MOBILIZATION AND MANAGEMENT

Over the course of the Project, Albion will require time for contract management, meetings and correspondence with the client, as well as employee and equipment management. The Project Manager, Sarah Peelo, will manage the overall Project scope and budget and will be the primary Albion liaison with you.

TASK 2. CONSTRUCTION MONITORING

Albion is prepared to provide archaeological monitoring services for this Project. This work will be accomplished in compliance with CEQA guidelines (Article 5: Section 15064.5).

Scope of Monitoring

Archaeological monitoring of the Project will be conducted by a qualified Albion archaeologist. Monitoring will be conducted by a qualified archaeologist from the Albion team. The qualified archaeologist will have a minimum of a BA/BS in Anthropology (or related field) and will have ample experience in California archaeology. Albion's qualified archaeologist will monitor under the supervision

of Dr. Sarah Peelo who holds an PhD in Anthropology and has been working in California archaeology for over twenty years.

Duties include observing all initial ground-disturbing activities associated with the Project. Given the area's sensitivity for archaeological features and sites, a monitor shall be present for all initial earth disturbing activities. Monitoring will be required full-time for all initial ground disturbing activities until determined no longer necessary by the qualified archaeologist. Based on information gathered in the field, it is the discretion of the archaeologist to modify monitoring from full-time, to periodically checking a few times daily, to terminating monitoring.

Field Monitoring Procedures

The archaeological monitor will rely primarily on observation of soil disturbance during construction activities (i.e., manual or machine excavations, grading). The monitor will periodically ask the equipment operator or laborer to temporarily halt, while the monitor takes a closer look at excavation areas. The monitor will be observing consistency or changes in soils or may be examining specific materials that may be cultural in origin. This will usually be done from outside the excavation area, however on occasion the monitor may wish to observe the soils or materials at close range. In this case, the operator will be asked to hold the equipment at a safe distance while the monitor makes the close observations. While substantial finds may require up to an 1/2-hour to assess, it is usually the case that the monitor will require only a minute or two to complete the assessment.

Inadvertent Discoveries

If potentially significant cultural materials are encountered, the archaeological monitor will halt excavation within the immediate vicinity (approximately 50 feet from discovery in all directions or any area that may likely contain the resource) to determine the nature of the find. Potentially significant cultural materials would include:

- intact archaeological deposits;
- discrete features such as a hearth pit or privy;
- artifact/ecofact rich midden soils; or
- human remains

The monitor will conduct a brief field assessment (1–30 minutes) to determine if the discovery constitutes a potential significant archaeological resource. The monitor will immediately notify construction crews if additional time is required to consult with an Albion Principal Investigator, or the Project Manager. Archaeological monitors will be equipped to identify and fully record inadvertent discoveries in the field, using standard techniques such as drawings, written descriptions, photography and maps.

An assessment of significance will be made by an Albion Principal Investigator. Protocols for determining significance are outlined in the following section entitled "Evaluation Process." Procedures for discoveries involving human remains are detailed in the section entitled "Treatment of Human Remains". If the discovery is determined to be not potentially significant, the monitor will indicate that construction can proceed. If the find is deemed potentially significant, crews will be asked to move to a new location so that a more in-depth archaeological evaluation and mitigation (if needed) can occur. If necessary, Albion will consult with SCCS to develop a Cultural Resources Treatment Plan to address project impacts.

Treatment of Human Remains

The California Public Resources and Health and Safety Codes define the process for the treatment of Native American human remains discovered in the course of Project development. The steps described below will be followed if human remains are discovered in the course of the Project.

- If human remains are discovered, the archaeological monitor shall halt all activities in the vicinity and immediately notify the construction lead, and SCCS.
- Upon approval from SCCS, Albion Project Manager, Sarah Peelo, shall notify the Santa Cruz County Coroner.
- There will be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the Santa Cruz County Coroner is contacted to determine that no investigation of the cause of death is required, and that the coroner determines the remains to be Native American.
- If the remains are Native American in origin, then the Coroner will contact the Native American Heritage Commission within 24 hours.
- The Native American Heritage Commission, upon notification by the Coroner, will notify the Most Likely Descendants (MLD) regarding the discovery of Native American human remains.
- The MLD, within 24 hours of notification by the Commission, will inspect the site of the discovery of Native American human remains and recommend to SCCS the means of reburial, with appropriate dignity, the human remains and any associated grave goods.
- In the event that no descendant is identified, or the descendant fails to make a recommendation for disposition, or the landowner rejects the recommendation of the descendant, the landowner will reinter the remains and burial items with appropriate dignity in or near the Project corridor in a location not subject to further disturbance.

It is likely that the MLD will request that human remains and associated materials not be disturbed and left in place in the Project Area. Albion, and SCCS will work with the MLD to determine if the remains can be: 1) left in place, or 2) safely re-interred in a nearby location.

TASK 3. REPORTING

Upon completion of all earth disturbing activities, we will submit a letter report to SCCS summarizing all monitoring, evaluation, and mitigation activities (if needed). The letter will provide the documentation needed to verify that SCCS has met their responsibilities under CEQA.

ASSUMPTIONS

Albion assumes the following:

- No additional cultural resources will be found during construction activities. Any inadvertent discoveries will require a change order.
- The standard workday will be 8 hours, and the standard work week will be 40 hours, Monday through Friday.
- Construction monitoring will only be needed for thirty, 8-hour days. Any additional work beyond this will require a change order.
- Our work will follow Albion COVID-19 Safety Plan protocols and procedures, developed using Santa Cruz County recommendations.
- Changes to scheduling require at least 24-hour's notice.

ESTIMATED COSTS

Albion proposes to perform these services on a time and material basis, not to exceed \$21,701.10 (Attachment 1). The terms of this proposal are valid for 90 days. If our proposal is acceptable to you, please sign the notice to proceed below and email this letter back to me at speelo@albionenvironmental.com. Please contact me at 831.469.1774 (office) or 559.289.0639 (cell) if you have any questions.

Sincerely,



Sarah Peelo, Ph.D., RPA
President

Attachment 1. Cost Estimate

REFERENCE CITED

Peelo, S.

2018 *Cultural Resources Assessment at 425 King Street, Santa Cruz County, California*. Prepared for Santa Cruz City School District.

NOTICE TO PROCEED

I have reviewed and accept the terms of this proposal and authorize Albion Environmental, Inc. to proceed with Archaeological Monitoring Services.



Digitally signed by Trevor Miller
DN: cn=Trevor Miller, o=SCCS,
ou=Facilities,
email=trevormiller@sccs.net, c=US
Date: 2021.01.13 10:24:49 -08'00'

Property Owner or Agent

Date

Please send Albion's invoice(s) by:

____ Email to: thayes@sccs.net & trevormiller@sccs.net (email address)

____ USPS to: _____ (mailing address)

Attachment 1

Cost Estimate

Mission Hill Middle School Track and Field Renovation Project

Santa Cruz City Schools

1/11/2021

		Phase 1		Phase 2		Phase 3			
Labor	Rate	Mobilization and Management		Construction Monitoring		Reporting		Total	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
Principal 3F - Peelo	\$119.48	8	\$955.84	0	\$0.00	3	\$358.44	11	\$1,314.28
Senior Archaeologist 5C - D'Oro	\$98.75	4	\$395.00	0	\$0.00	2	\$197.50	6	\$592.50
Administrative 9A - Convisser	\$89.19	0	\$0.00	0	\$0.00	2	\$178.38	2	\$178.38
Archaeologist 5D - Manigault	\$74.87	8	\$598.96	240	\$17,968.80	14	\$1,048.18	262	\$19,615.94
Total Labor		20	\$1,949.80	240	\$17,968.80	21	\$1,782.50	281	\$21,701.10
Total Cost			\$1,949.80		\$17,968.80		\$1,782.50		\$21,701.10

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Ausonio Proposal: DeLaveaga Elementary School Shade Structure

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Ausonio proposal for the DeLaveaga Elementary School shade structure.

BACKGROUND:

This proposal consists of the installation of a replacement canopy on the existing kindergarten shade structure, as well an increase in the structure's height to deter vandalism at DeLaveaga Elementary School.

The replacement canopy installation is one of the project costs that are outlined in the chart below.

Replacement Canopy	\$9,731.17 (purchased and at warehouse)
Canopy Installation	\$24,481.67 (agenda item 8.3.3.)
Inspection & Materials Testing	\$11,050.00 (agenda item 8.3.6.)
Estimated Total	\$45,262.84

FISCAL IMPACT:

\$24,481.67, Measure B Funds (Restricted), representing 0.17% of the overall site budget
\$14,188,861.00 is the total Bond Allocation to DeLaveaga Elementary School

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

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

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

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

Prepared by Trevor Miller, Director, Facility Services

AGENDA ITEM: 8.3.3.



Mr. Christopher Garcia
Santa Cruz City Schools
536 Palm Street
Santa Cruz, CA 95060

10/29/2020

RE: Shade Structure – DeLaveaga Elementary School

Dear Mr. Garcia,

We appreciate the opportunity to provide this proposal for the Shade Structure located at 1145 Morrissey Blvd, Santa Cruz, CA 95065. We have based this proposal on the information provided in your 8/10/20 email and sketch by Advanced Steel Fabrication dated 08/23/20 and the below inclusions, exclusions and clarifications.

Inclusions and Clarifications:

1. Shade Structure
 - a. Structural Steel
 - i. Shop weld cap & brackets to 4 new extensions
 - ii. Fit up and set extensions on top of (E) column with partial pen weld per drawing provided
 - b. Powder Coating
 - i. Sand blast and powder coat steel
 - ii. Includes touch up spray as attic stock
 - c. Painting
 - i. Touch up at welding areas only
 - d. Trucking and Hauling
 - i. Haul material back and forth from Advanced Steel, powder coater and job site
 - e. Temporary Protection
 - i. Plywood protection materials and installation
 - f. Machinery/ Equipment / Rentals
 - g. Supervision
2. Assumes parking for crew and equipment provided onsite by owner
3. Assumes power and water provided by owner.

Exclusions:

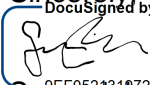
1. Plans, engineering, permits, or fees unless noted above.
2. Third party inspection – required
3. Any Hazardous material testing, handling, or removal.
4. Special Inspections or testing.
5. Off hours and/or overtime work.
6. Anything not specifically shown on the drawings or listed under inclusions.
7. Any added requirements by owner or governmental agencies not included in the drawings.

Qualifications:

1. The Advanced Steel drawing must be approved for installation.

Base bid: \$24,481.67

Again, thank you for selecting Ausonio Incorporated to provide this cost estimate. We are available to answer questions upon your request.

Sincerely,

05F05231872008
Samuel J. Phillips
Project Manager

Accepted by: _____
Trevor Miller
Date _____



AUSONIO

I N C O R P O R A T E D

11420 A Commercial Parkway, Castroville, CA 95012-3214 • (831) 633-3371 • Fax 831-633-3389

DeLaveaga Elementary School / AI #202003

Date: 10/28/2020

- 1 Description of Work
Excludes third party inspection (required)

Extension Unit Rate

Ausonio Incorporated

President	\$ -	\$ 150.00	Hourly
VP / Sr. Project Manager	\$ -	\$ 145.00	Hourly
Sr. Project Manager	\$ -	\$ 120.00	Hourly
Controller	\$ -	\$ 125.00	Hourly
Project Engineer	\$ -	\$ 80.00	Hourly
Accounting	\$ -	\$ 75.00	Hourly
Administrative Assistant	\$ -	\$ 48.00	Hourly
Permit / Code Specialist	\$ -	\$ 95.00	Hourly
Designer	\$ -	\$ 65.00	Hourly
Draftsperson	\$ -	\$ 55.00	Hourly
Laborer - Haul material back and forth to Advanced Steel	\$ 864.00	12 \$ 72.00	Hourly
Laborer - Plywood Protection Install (4 Hrs) Clean-Up (4 Hrs)	\$ 576.00	8 \$ 72.00	Hourly
Forklift Operator	\$ 1,600.00	16 \$ 100.00	Hourly
Superintendent / Layout	\$ 1,680.00	16 \$ 105.00	Hourly
General Superintendent	\$ -	\$ 119.00	Hourly
Laborers - OT	\$ -	\$ 84.00	Hourly
Carpentry - OT	\$ -	\$ 122.00	Hourly
Superintendent - OT	\$ -	\$ 129.00	Hourly
General Superintendent - OT	\$ -	\$ 155.00	Hourly

Sub-total AI Labor \$ 4,720.00

General Conditions

General Conditions Costs - 2 Days \$ 4,182.00 2 \$ 2,091.00

AI Materials / Rentals

Plywood Protection - Material	\$ 150.00
Truck Rental for Hauling Material	\$ 250.00
Scissor Lift Rental	\$ 272.00
Reach Lift Rental	\$ 1,740.00
	\$ -

Sub-total AI Materials \$ 2,412.00

Suncontractor/ Supplier

Shade Structure - Steel and Welding	\$ 8,400.00	Advanced Steel
Sandblasting and Powder Coating	\$ 542.25	Pilot Coatings
Painting and Touch-Up at Welds	\$ 550.00	D&S Painting
	\$ -	
	\$ -	

Sub-total Sub/Supplier \$ 9,492.25

Sub-total \$ 20,806.25

Insurance	1.50%	\$ 312.09
Overhead and Fee	15.00%	\$ 3,120.94
Bond	1.00%	\$ 242.39
Total		\$ 24,481.67

Daily General Conditions Costs

Misc GCs - Toilets, Handwash, Trailer, etc.	\$ 61.00
Superintendent (\$100 an hour/Full time)	\$ 800.00
Project Manager (\$120 an hour / 75%)	\$ 720.00
Project Engineer (\$85 an hour / 75%)	<u>\$ 510.00</u>
	\$ 2,091.00

Roxanne Cheysson

From: Patty Hanson <ghansonasf@aol.com>
Sent: Wednesday, September 23, 2020 3:51 PM
To: cgarcia@sccs.net; Roxanne Cheysson
Subject: Quote for Shade Structure

Follow Up Flag: Follow up
Flag Status: Flagged

Chris, Roxanne,

The quote for DeLavea Shade Structure is as follow:

No time and material breakdowns will be provided after construction.
Owners or owner's representatives will approve quote before construction.

Quote Shade Structure, DeLaveaga:

- Shop Weld Cap & Brackets to 4 New Extensions
- Fit Up & Set Extensions on Top of (E) Column
- Weld 5' Top to (E) Column with Partial Pen Weld per Drawing
 - Shade Column Extension Page 1 8-23-20
 - Weld Build-Up Left Exposed
 - Powder Coat Touch Up by Others
- All Materials Supplied by Customer
- Trucking, Powder Coat, Hoisting, Scaffolds & Clean-Up by Others

Price: **\$8,400.00**

Per Garry

Patty

Advanced Steel Fabrication, Inc.
825 Sanborn Place
Salinas CA 93901
831-758-5457 Shop
831-320-2220 **Garry Cell**
ghansonasf@aol.com

Roxanne Cheyssson

From: Matt Nippes <Matt@pilotcoatings.com>
Sent: Wednesday, August 19, 2020 12:28 PM
To: Bill Hafertepen; Roxanne Cheyssson
Subject: RE: DeLaveaga Shade Structure Welding

Follow Up Flag: Follow up
Flag Status: Flagged

Roxanne/Bill,

We will purchase 2 spray cans to match the blue, so the spray can total after tax would be \$61.55. The total for our processing on the posts would be \$480.70 after tax. The total would be \$542.25 after tax. We will also supply some epoxy to put on the posts prior to the spray cans, so there is some level of protection instead of just spray can paint, which is mainly just for color than anything else. No charge for the epoxy, we have plenty in stock and can pour some off in a can for field use. I hope this answers any and all questions. Let me know, if not.

Thanks,

Matthew Nippes – Owner
Pilot Sandblast + Coatings, Inc.
731 La Guardia Street
Salinas, CA 93905
831-240-7023
matt@pilotcoatings.com
pilotcoatings.com



From: Matt Nippes
Sent: Wednesday, August 19, 2020 10:46 AM
To: Bill Hafertepen <bill@ausonio.com>; Roxanne Cheyssson <Roxanne@ausonio.com>
Subject: RE: DeLaveaga Shade Structure Welding

The total after tax with the posts would be \$480.70. The total per spray can for touch up would be \$30.775 each (\$30.78 if just one). Hopefully this helps. You can let me know how many spray cans you need when you know. I think you will be able to use this pricing to calculate the total, depending on how many cans you would like to have.

Thanks,

Matthew Nippes – Owner
Pilot Sandblast + Coatings, Inc.
731 La Guardia Street
Salinas, CA 93905
831-240-7023
matt@pilotcoatings.com
pilotcoatings.com

Salvatore Lucido
D&S Painting Inc
PO Box 355
Seaside CA 93955



Ausonio
Delaveaga

ESTIMATE

Estimate # 0000545

Estimate Date 08/21/2020

Item	Description	Unit Price	Quantity	Amount
	Added cost to touch up paint shade structure at welded areas	550.00	1.00	550.00
		Subtotal		550.00
		Total		550.00
		Amount Paid		0.00
		Estimate		\$550.00

Roxanne Cheysson

From: Christopher Garcia <cgarcia@sccs.net>
Sent: Monday, August 10, 2020 3:29 PM
To: Roxanne Cheysson
Cc: Bill Hafertepen; Samuel Phillips
Subject: Re: DeLaveaga Shade Structure Welding

Response Below

Respectfully



Christopher Garcia

Construction/Facilities Project Manager
Santa Cruz City Schools
536 Palm Street
Santa Cruz, CA 95060
(831) 427-4848 office
(831) 239-2586 cell
cgarcia@sccs.net

On Mon, Aug 10, 2020 at 8:18 AM Roxanne Cheysson <Roxanne@ausonio.com> wrote:

Good Morning, Chris:

Please advise:

1. Would you like a ROM or a hard price? **Hard Price**
2. Is there an expected completion date? **None**
3. Where can we pick up the pipe extensions? **I will deliver to DeLa**
4. Is a full penetration weld required and will this be inspected by our current IOR? **Yes and Yes**

We are ready to begin anytime. We will need to truck the pipe to the welding shop and the powder coater then bring it back to the school to weld in place.

Thank you!

Roxanne Cheysson

Project Engineer

Ausonio Incorporated

11420 A Commercial Parkway

Castroville, CA 95012

Direct Line: (831) 632-7078

Fax (831) 633-3389

roxanne@ausonio.com

<http://www.ausonio.com>



Lic. #682308

From: Christopher Garcia <cgarcia@sccs.net>

Sent: Friday, August 07, 2020 9:15 PM

To: Roxanne Cheysson <Roxanne@ausonio.com>; Bill Hafertepen <bill@ausonio.com>

Subject: DeLaveaga Shade Structure Welding

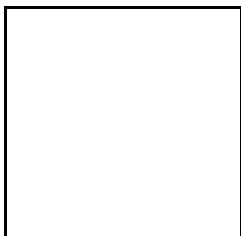
Hi Roixanne and Bill,

Sorry for the delay sorry for the delay in getting you this information.

Please see the attached images and manufacturer detail, this is the only information given to. Take a look and let me know what you think



Respectfully



Christopher Garcia

Construction/Facilities Project Manager

Santa Cruz City Schools

536 Palm Street

Santa Cruz, CA 95060

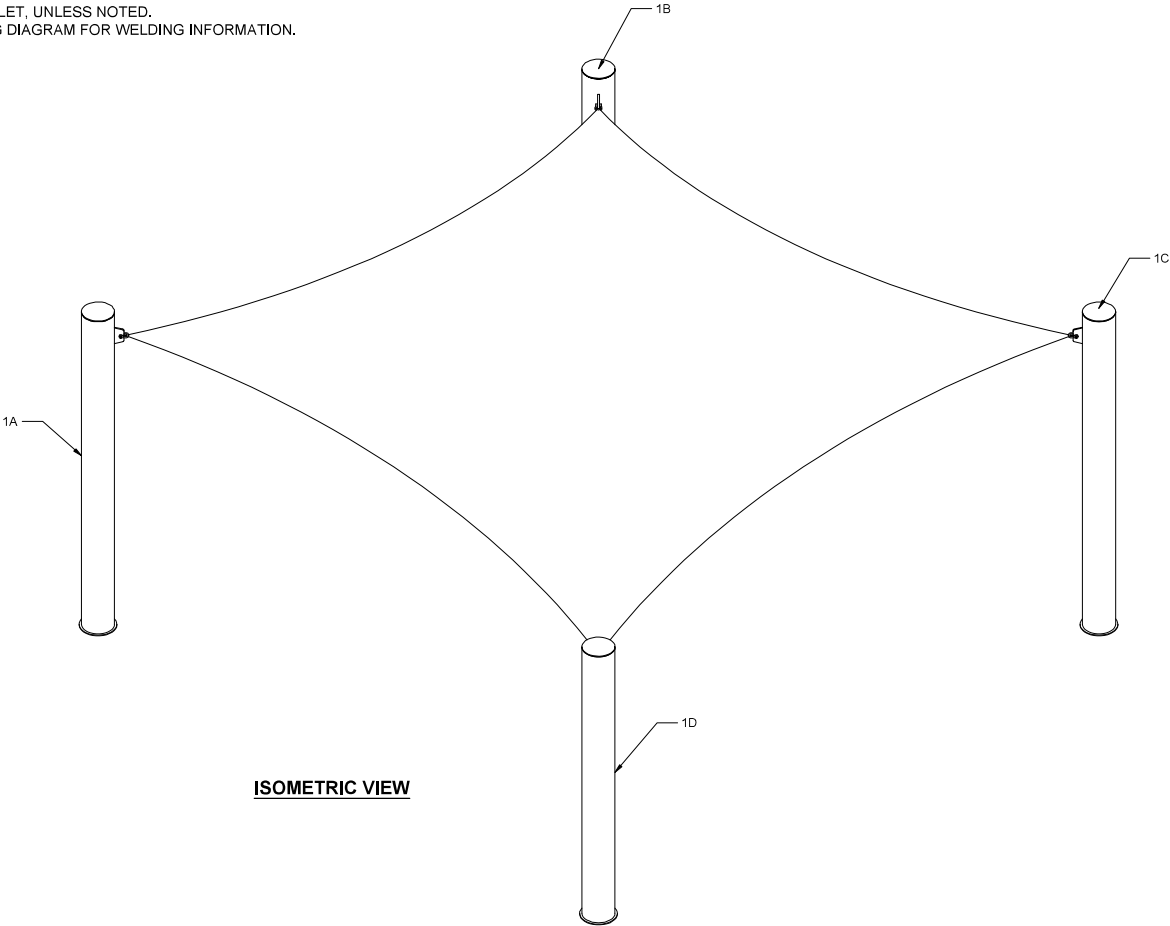
(831) 427-4848 office

(831) 239-2586 cell

cgarcia@sccs.net

NOTE:
1. ALL DIMENSIONS ARE IN INCHES UNLESS NOTED.
2. ALL WELDS ARE 3/16" FILLET, UNLESS NOTED.
3. REFER TO (WD) WELDING DIAGRAM FOR WELDING INFORMATION.

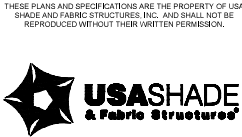
CUSTOM WARNING: THIS STRUCTURE IS CUSTOM DUE TO CUSTOM COLUMNS.	
KPI WELD LENGTHS (Ft)	KPI WELDING TIME (Hr)
37	9



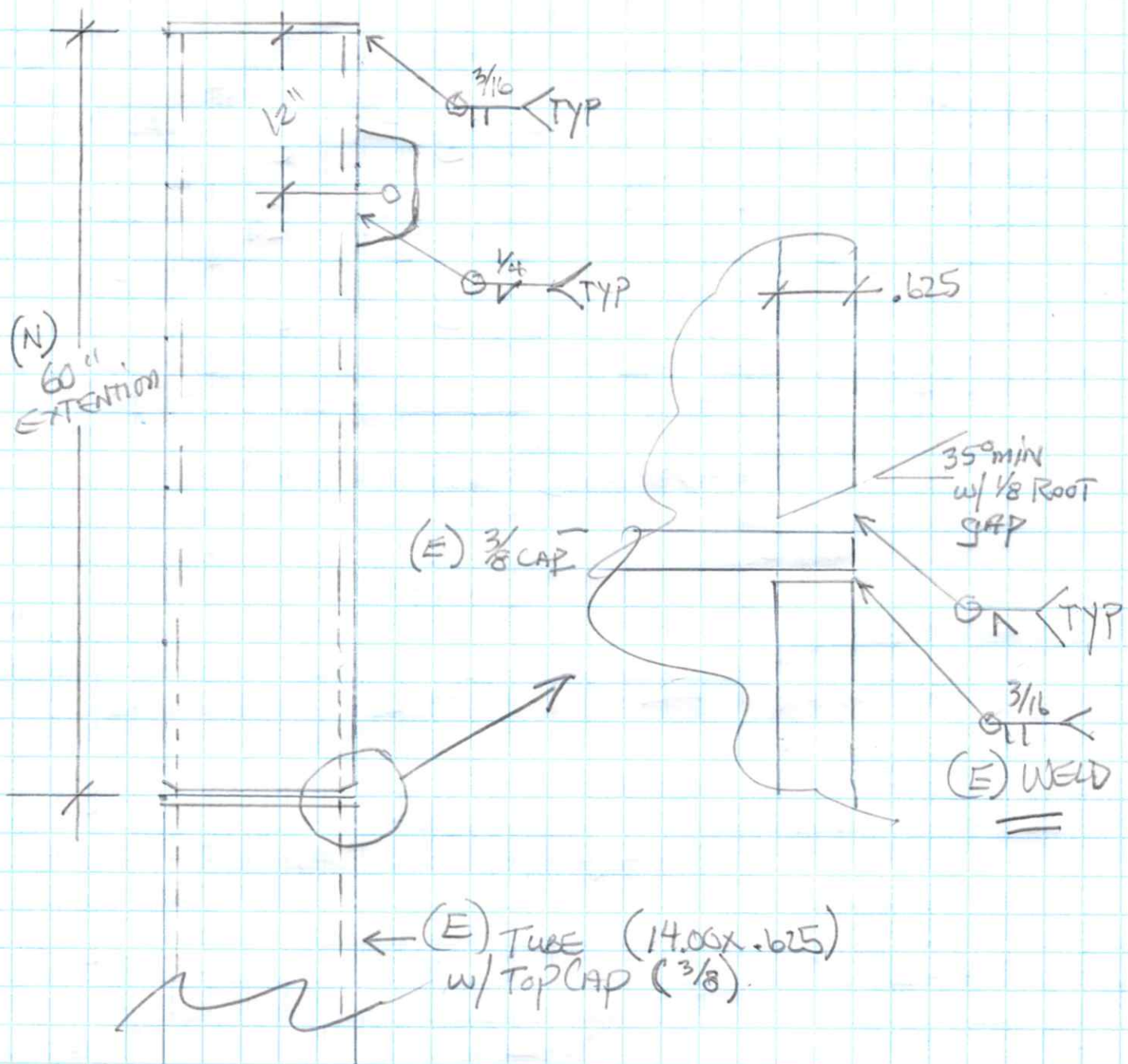
LIST OF MATERIALS

ITEM	QTY.	DESCRIPTION	MATERIAL/ DWG.	SMI PART No.
1A	1	COLUMN	SEE PAGE NO. 1001	1260 LBS
1B	1	COLUMN	SEE PAGE NO. 1001	1080 LBS
1C	1	COLUMN	SEE PAGE NO. 1001	1260 LBS
1D	1	COLUMN	SEE PAGE NO. 1001	1080 LBS

NC					
RELEASE FOR FABRICATION (CUSTOM)					
7/6/16 MD MD MD					
REV	DESCRIPTION	DATE	DRW	CHK	ENG



DRAWING NAME MAIN ASSEMBLY DRAWING					
PROJECT NAME DE LAVEAGA ELEMENTARY SCHOOL					
PROJECT No. 58895		DRAWING No. 58895-1,0-SD		PAGE 1000	
SIZE B	SCALE AS NOTED	REV NC	DRAWN BY: MD	7/6/16	
			CHECKED BY: MD	7/6/16	
			APPROVED BY: MD	7/6/16	



SHADE COL. EXTENSION
 De LAVERGA E.S.
 ADV. STL FAB
 GARRY HANSON NTS
 758-5457 8-23-20

P91

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Central Coast Construction Company Change Order #1: Santa Cruz High School Dust Collector Installation

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Central Coast Construction Company change order #1 for the Santa Cruz High School dust collector installation.

BACKGROUND:

This change order consists of assembling a dust collector system and the removal of existing extractor fan system components. The original proposal assumed the system would arrive assembled. It came in multiple pieces thus creating a need for a change order. The previously approved contract amount was \$36,075.00 the new total contract, including this change order, will be \$47,970.00.

FISCAL IMPACT:

Change Order #1 \$11,895.00, (32.97% increase to the contract), Measure A Funds (Restricted)

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

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

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

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

Prepared by Trevor Miller, Director, Facility Services



AIA® Document G701™ – 2017

Change Order

PROJECT: (Name and address)
SCHS Dust Collector
Santa Cruz High School

CONTRACT INFORMATION:
Contract For: General Construction
Date: December 01, 2020

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: 1/26/20

OWNER: (Name and address)
Santa Cruz City Schools
133 Mission St. Ste 100
Santa Cruz, CA 95060

ARCHITECT: (Name and address)
Bartos Architecture, Inc.
1730 S. Amphlett Blvd. Ste 225
San Mateo, CA 94402

CONTRACTOR: (Name and address)
Cen-Con, Inc.
335 Swift St
Santa Cruz, CA 95060

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COR 01- Assemble Owner Furnished Equipment **Add \$7,245.00**

COR 02- Connect Abandoned Under Floor Collection System **Add \$4,650.00**

The original Contract Sum was	\$	36,075.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	36,075.00
The Contract Sum will be increased by this Change Order in the amount of	\$	11,895.00
The new Contract Sum including this Change Order will be	\$	47,970.00

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be January 15, 2021

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Bartos Architecture, Inc.

ARCHITECT (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

Cen-Con, Inc.

CONTRACTOR (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

Santa Cruz City Schools

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

CEN-CON Inc.

CENTRAL COAST CONSTRUCTION COMPANY

Wiktor Kluzniak
License #474947
DIR#1000002106

Office (831) 459-9270 or FAX (831) 459-9297
email: wiktor@cen-con.com



335 Swift Street
Santa Cruz, Ca.
95060

Date: January 25, 2021

Preliminary Estimate for: Santa Cruz City Schools
Work to be constructed at: Santa Cruz High School Project #17-008.25
Contact: Trevor Miller, Director of Facility Services
<h> Phone No.: (000) 000-0000 Cell: (831) 212-6089
<w> Phone No.: (831) 462-9822 Fax: (000) 000-0000
E-Mail: trevormiller@sccs.net ma@bartosarchitecture.com

Santa Cruz High School Dust Collector #17-008.25 COR #01

Materials and labor to perform the work described below.

- | | |
|--|------------|
| 1. Assembly of owner provided dust collector system.....Not To Exceed..... | \$7,245.00 |
| a. Provide labor as needed to assemble dust collector per manufacturer's instructions. | |
| b. Includes lift rental and scaffolding as needed. | |
| c. Unit commissioning by others. | |

This proposal does not include any unforeseen conditions or any hazardous materials abatement. No painting of new ductwork or conduits. Existing concrete equipment pad to be free and clear of any obstructions.

Total Cost For Construction.....	\$7,245.00
---	-------------------

CEN-CON Inc.

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335 Swift Street
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Date: January 25, 2021

Preliminary Estimate for: Santa Cruz City Schools
Work to be constructed at: Santa Cruz High School Project #17-008.25
Contact: Trevor Miller, Director of Facility Services
<h> Phone No.: (000) 000-0000 Cell: (831) 212-6089
<w> Phone No.: (831) 462-9822 Fax: (000) 000-0000
E-Mail: trevormiller@sccs.net ma@bartosarchitecture.com

Santa Cruz High School Dust Collector #17-008.25 COR #02

Materials and labor to perform the work described below.

- | | |
|---|------------|
| 1. Remove existing Extractor Fan System components in storage room..... | \$4,650.00 |
| a. Removal of components in storage room only. Off haul debris. | |
| b. Remove motor assembly and electrical safe off as needed. | |
| c. Maintain floor exhaust connection to new dust collector. | |
| d. Cap "T" at removed Fan location. | |

This proposal does not include any unforeseen conditions or any hazardous materials abatement.

Total Cost For Construction.....	\$4,650.00
---	-------------------

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Development Group Inc. Change Order #2: Soquel High School Structured Cabling Design and Installation

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Development Group Inc. change order #2 for the Soquel High School structured cabling design and installation.

BACKGROUND:

This change order consists of the termination of existing single mode fiber and the installation of two CAT6 data cables to the desk behind the Point of Sale in food services at Soquel High School. The original project did not include food serviced. The previously approved contract amount was \$841,696.31 and the new total contract, including this change order, will be \$844,231.00.

FISCAL IMPACT:

Change Order #2 \$2,534.69 (0.30% increase to the contract), Measure A Funds (Restricted)

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

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

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

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

Prepared by Trevor Miller, Director, Facility Services

CHANGE ORDER FORM

Santa Cruz City Schools
133 Mission Street, Suite 100
Santa Cruz, CA 95060

CHANGE ORDER NO.:

2

CHANGE ORDER

Project: Soquel High School Structured Cabling Design and Installation

The following parties agree to the terms of this Change Order:

Owner:

Santa Cruz City Schools
133 Mission St., Suite 100
Santa Cruz, Ca 95060

Contractor:

Development Group Inc.
6407 Lockhead Drive
Redding, CA 96002

Reference	Description	Cost	Days Ext.
PCO # CR-1063-002	termination of existing single mode fiber and the installation of two CAT6 data cables to the desk behind the POS in food service at Soquel High School	\$ 2,534.69	0
		Original Contract Amount:	\$823,450.90
		Amount of Previously Approved Change Order(s):	\$18,245.41
			\$ 2,534.69
		Amount of this Change Order:	\$ 844,231.00
		Contract Amount:	

The undersigned Contractor approves the foregoing as to the changes, if any, and the Cost, if any, specified for each item and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein.

This change order is subject to approval by the governing board of this district and must be signed by the District.

The compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractors costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:

Contractor:

[Name]

Date

Daniel Jenkins 01/21/2021

[Name] Date

END OF DOCUMENT

SANTA CRUZ CITY SCHOOL DISTRICT

CHANGE ORDER FORM



Project Change Request

January 20, 2021

In reference to the "Master Service Agreement" executed between Development Group, Inc., the ("Company"), and Santa Cruz City Schools, the ("Customer"), both parties hereby certify, by the signature of an authorized representative, this Change Request Form will amend and be fully incorporated into the existing Statement of Work (SoW).

1. Change request number for this project: CR-1063-002 – Soquel High
2. Reason for Change Request to Project 1063: Installation of two CAT6 data cables to the desk behind the POS in food service. Termination of currently present single mode fiber (installed by other)
3. Changes to the SoW:
 - Addition of 2 Cat6 drops
 - Terminations of fiber
4. Schedule impact: N/A
5. Cost impact:

SoW / Change Request	Product(s)	Services and/or T&E	Total
Current value of SoW	\$259,146.31	\$582,550.00	\$841,696.31
Value of Change Request #1063-001	\$409.69	\$2,125.00	\$2,534.69
New value of SoW	\$259,556.00	\$584,675.00	\$844,231.00

TRM

6. Purchase-order issuance (check if applicable):
 - ☐ Customer shall issue a written Purchase Order to Company, for the total amount of \$2,534.69.
 - Or
 - ☐ Customer shall issue an amendment to its original Purchase Order issued under this SoW, for the total amount of \$844,231.00.

Except as changed herein, all terms and conditions of the SoW remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Change Request to be fully executed.

"CUSTOMER"

Santa Cruz City Schools

"COMPANY"

Development Group, Inc.

Daniel Jenkins 01/20/2021



Trevor Miller
Director, Facility Services

Date

Daniel Jenkins
Construction Services Manager

Date

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Kleinfelder Proposal: DeLaveaga Elementary School Special Inspection and Materials Testing Shade Structure

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Kleinfelder proposal for special inspection and materials testing of the shade structure at DeLaveaga Elementary School.

BACKGROUND:

This proposal consists of geotechnical and materials special inspection and materials testing services for the modifications to the shade structure at DeLaveaga Elementary School, as required by the specifications and local building codes.

The materials testing is one of the project costs that are outlined in the chart below.

Replacement Canopy	\$9,731.17 (purchased and at warehouse)
Canopy Installation	\$24,481.67 (agenda item 8.3.3.)
Inspection & Materials Testing	\$11,050.00 (agenda item 8.3.6.)
Estimated Total	\$45,262.84

FISCAL IMPACT:

\$11,050.00, Measure B Funds (Restricted), representing 0.07% of the overall site budget
\$14,188,861.00 is the total Bond Allocation to DeLaveaga Elementary School

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

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

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

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

Prepared by Trevor Miller, Director, Facility Services



January 8, 2021
Project No. LOCALMKT.WEOH

Santa Cruz City Schools
536 Palm Street
Santa Cruz, CA 95060

Attention: Mr. Trevor Miller

**Subject: Proposal for Special Inspection and Materials Testing Services
De Laveaga Elementary School Shade Structure Welding
1145 Morrissey Boulevard
Santa Cruz, California 95065**

Dear Mr. Miller:

Pursuant to your recent request, Kleinfelder is pleased to submit the proposal to perform the special inspection and materials testing services as required by the specifications and local building codes for the subject project. This proposal is based on our experience on similar projects and our discussions with you.

Kleinfelder's key qualifications include:

- *Strong Project Manager and Technical Staff - We have assembled a group of experienced professionals with a depth of relevant background, and led by Mrs. Andrea Traum, PE.*
- *Experience with Similar Projects - Our team includes individuals with a vast amount of local special inspection and materials testing experience. This experience will ensure that there will be no learning curve in working with the code enforcement agency on this project.*
- *Cost-Effective Services - We offer cost-effective services with labor rates based on 1-hour minimums.*

PROJECT DESCRIPTION

It is understood through discussions with site Inspector of Record (IOC) Brandon Leach, this project will consist of the construction of a new shade structure on the De Laveaga Elementary School campus. Per Mr. Leach, this work is independent of the ongoing De Laveaga Modernization project conducted from DSA.

Based discussions with Mr. Leach, and our onsite visits we have included estimates for shop and field welding special inspection services for the duration of the project. Estimates for

associated project management, reporting, and administrative services including preparation of a final report have also been included.

FEE

The estimated costs associated with the scope of work anticipated for this project are detailed below.

Construction Inspection and Materials Testing:

Six (6) shop and field welding visits (including travel)	\$9,275
Project management, Dispatch, and Reporting	\$1,275
Final Reporting	<u>\$500</u>

Total Fee: \$ 11,050

These costs are based on assumptions based on the provided plans, and the contractor's preliminary schedule. The testing agency must conform to the contractor's schedules, and these could vary according to job conditions. Please note that our services do not include (1) review of project plans and specifications with respect to local codes, (2) supervision, direction, or acceptance of the contractor's work, (3) interpretation or modification of the project plans and specifications, or (4) job site safety.

Kleinfelder's charges will be made on a time and expense basis for testing and inspection services actually performed. The estimate includes provisions for normal quality control and review of acceptance testing by the Project Manager. Any required overtime, reinspection, conflict resolution, evaluation of alternative construction methods or materials, or items not included in this proposal will be charged at the rates current at the time the work is performed. Travel time for our technicians, engineers, and project managers will be billed on a portal-to-portal basis from our San Jose office and supplemented from our Hayward office if necessary.

In the event conditions arise which are beyond our control, unknown at the time this proposal was prepared, unanticipated based on the available information, or differ significantly from the assumptions outlined in this proposal, it may be necessary to revise our scope and estimated fee in order to complete the project. Should this occur, we would contact you for authorization prior to proceeding with any additional work.

If any of the assumptions outline above or any other portion of this proposal does not meet your needs, or if those needs have changed, Kleinfelder stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risks assumed by you and may require adjustments to our fees.

PREVAILING WAGE PROJECT

The California Prevailing Wage Law requires payment of a local "prevailing wage" to workers on publicly funded projects. This includes projects "paid for in whole or in part out of public funds" and has been expanded to include various types of payments, credits and monetary equivalents

provided by the State or public entity. The Prevailing Wage Law extends to geotechnical engineering consultants, their soils/material testing and building inspection personnel. Services subject to prevailing wage are typically non-professional field services and are applicable during design as well as construction. This law significantly increases employee wages for qualified activities on publicly funded projects. **It is our understanding that this project falls under the definition of a prevailing wage project.** We need to be notified if certified payroll is required. Certified payroll will incur administrative processing fees in addition to those listed in this proposal.

DISPATCH COORDINATION

Kleinfelder's dispatcher Amy James can be reached at (925) 225-4575 or at ajames@kleinfelder.com between the hours of 7:00 AM and 3:00 PM. Please provide 24 hours notice for us to coordinate requested site visits. For weekend and/or night work, please provide as much notice as possible so that we may accommodate your project scheduling needs.

REPORTING

Daily field reports (DFRs) will be prepared during each site visit, and a copy left with the Project Inspector. Additionally, the DFRs will be compiled into a final report, which will be transmitted to our client upon completion of the work. Laboratory test results will be distributed upon completion.

WORK SAFETY

The safety of our employees is of paramount concern to Kleinfelder. Our employees actively participate in onsite safety, and attend safety, tailgate, and preconstruction meetings. You will be notified if the site conditions on your project represent a potential safety concern to our employees. Unsafe conditions for fieldwork will require a modification of our estimated scope of work and associated fees. We will advise you of the additional costs necessary to mitigate these unanticipated conditions, if applicable.

LIMITATIONS

Our work will be performed in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the services are provided. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the data evaluated. Kleinfelder makes no guarantee or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service provided. Even with diligent monitoring, construction defects may occur. In all cases the contractor is solely responsible for the direction and quality of the work, adherence to plans and specifications, and repair of defects.

This proposal is valid for a period of 45 days from the date of this proposal, unless a longer period is specifically required by the RFP in which case that time frame will apply. This proposal was prepared specifically for the client and its designated representatives and may not be provided to others without Kleinfelder's express permission.

AUTHORIZATION


Your current Master Services Agreement dated September 14, 2016, is on file. If this proposal meets with your approval, please sign and date the enclosed Work Order then return it to us as our authorization to proceed with the services outlined. A fully executed copy will be returned for your files. Acceptance of this proposal will indicate that an authorized representative has reviewed the scope of work and determined that they do not need or want more services than are being proposed at this time. Any exceptions should be noted and may result in adjustment to our fees.

CLOSURE

We appreciate the opportunity to submit this proposal and trust that we may be of service on this project. If you have any questions or require additional information, please contact Andrea Traum (main contact) at (408) 595-3275.

Respectfully submitted,

KLEINFELDER, INC.



Dan Dockendorf, EIT
Staff Professional



Andrea Traum, PE, LEED AP
Senior Project Manager

Attachments: Work Order

WORK ORDER SJO21W120555

Issued Pursuant to The Client Master Services Agreement SAL16C46701 effective as of September 14, 2016 by and between Santa Cruz City School District (**Client**) and Kleinfelder, Inc. (**Kleinfelder**).

Client Name: Santa Cruz City School District

Kleinfelder Project No:

Project Name: De Laveaga Elementary School Shade Structure

Work Order Type: (Check One)

☒ Time-and-Materials

☐ Fixed-Price

Kleinfelder Office: San Jose, CA

Subcontractor Reference No: N/A

Kleinfelder Contact Name: Andrea Traum (Project Manager) atraum@kleinfelder.com (408) 595-3275

1. SCOPE OF WORK: Special Inspection and Materials Testing Services per the attached proposal: LOCALMKT.WEOH/SJO21P120553, dated January 8, 2021.

2. LOCATION/CLIENT FACILITY INVOLVED: 1145 Morrissey Boulevard, Santa Cruz, CA 95065

3. PERIOD OF PERFORMANCE: FROM: TO:

4. AUTHORIZED FUNDING: \$11,050

5. SPECIAL PROVISIONS:

NOTICE TO PROCEED IS GIVEN ON (DATE): _____

CLIENT:

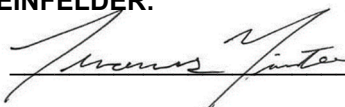
By: _____

Printed Name: _____

Title:

Address:

KLEINFELDER:

By:  _____

Printed Name: Thomas G. Minter

Title: Vice President, Bay Area Manager

Address: 1330 Broadway, Suite 1200
Oakland, CA 94612

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Leach Group Proposal: Mission Hill Middle School New Switch Gear Inspections

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Leach Group proposal for Mission Hill Middle School's new switch gear inspection services.

BACKGROUND:

This proposal consists of onsite inspections of the new electric switchgear at Mission Hill Middle School as required by the Division of State Architects. This is an estimate based on a projected project timeline.

FISCAL IMPACT:

\$32,500.00, Measure A Funds (Restricted), representing 0.18% of the overall site budget
\$17,648,740.00 is the total Bond Allocation to Mission Hill Middle School

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

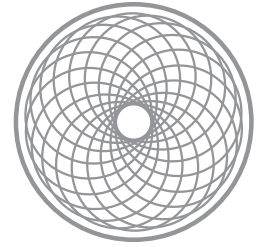
Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

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

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

Prepared by Trevor Miller, Director, Facility Services

Proposal



LEACH GROUP INC.

946 Channel Drive
Montecito, Ca 93108
T 661-599-5393
leachgroup@me.com

Attention : Bartos Architecture

Date : 12/18/20

PROJECT TITLE: Mission Hill Middle School Switch Gear Replacement.

PROJECT DESCRIPTION: Onsite Inspection

P.O. NUMBER: *N/A*

Description	Cost
Onsite inspection hourly rate. (Three Hour Minimum)	\$ 130.00
Total hours not to exceed per this project (250 hours)	\$ 32,500.00
The price quoted above is good for thirty days fro date given. Work to be completed in first half of 2021	
Total	\$ 32,500.00

Term and conditions : These projections are based on the contractor performing per the approved schedule. The price quoted is good for thirty days form date given.

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Leach Group Proposal: Santa Cruz High School New Switch Gear Inspections

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Leach Group proposal for Santa Cruz High School's new switch gear inspection services.

BACKGROUND:

This proposal consists of onsite inspections of the new electric switchgear at Santa Cruz High School as required by the Division of State Architects. This is an estimate based on an estimated project timeline.

FISCAL IMPACT:

\$32,500.00, Measure A Funds (Restricted), representing 0.10% of the overall site budget
\$32,072,783.00 is the total Bond Allocation to Santa Cruz High School

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

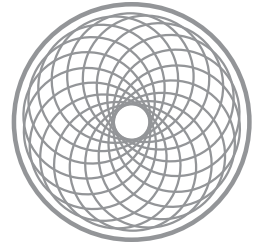
Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

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

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

Prepared by Trevor Miller, Director, Facility Services

Proposal



LEACH GROUP INC.

946 Channel Drive
Montecito, Ca 93108
T 661-599-5393
leachgroup@me.com

Attention : Bartos Architecture

Date : 12/18/20

PROJECT TITLE: Santa Cruz High School Switch Gear Replacement.

PROJECT DESCRIPTION: Onsite Inspection

P.O. NUMBER: *N/A*

Description	Cost
Onsite inspection hourly rate. (Three Hour Minimum)	\$ 130.00
Total hours not to exceed per this project (250 hours)	\$ 32,500.00
The price quoted above is good for thirty days fro date given. Work to be completed in first half of 2021	
Total	\$ 32,500.00

Term and conditions : These projections are based on the contractor performing per the approved schedule. The price quoted is good for thirty days form date given.

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Leach Group Proposal: Westlake Elementary School New Switch Gear Inspections

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Leach Group proposal for Westlake Elementary School's new switch gear inspection services.

BACKGROUND:

This proposal consists of onsite inspections of the new electric switchgear at Westlake Elementary School as required by the Division of State Architects. This is an estimate based on an estimated project timeline.

FISCAL IMPACT:

\$32,500.00, Measure B Funds (Restricted), representing 0.24% of the overall site budget
\$13,439,288.00 is the total Bond Allocation to Westlake Elementary School

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

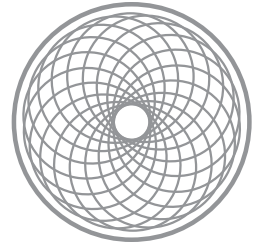
Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.

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

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

Prepared by Trevor Miller, Director, Facility Services

Proposal



LEACH GROUP INC.

946 Channel Drive
Montecito, Ca 93108
T 661-599-5393
leachgroup@me.com

Attention : Bartos Architecture

Date : 12/18/20

PROJECT TITLE: West Lake Elementary School Switch Gear Replacement.

PROJECT DESCRIPTION: Onsite Inspection

P.O. NUMBER: *N/A*

Description	Cost
Onsite inspection hourly rate. (Three Hour Minimum)	\$ 130.00
Total hours not to exceed per this project (250 hours)	\$ 32,500.00
The price quoted above is good for thirty days fro date given. Work to be completed in first half of 2021	
Total	\$ 32,500.00

Term and conditions : These projections are based on the contractor performing per the approved schedule. The price quoted is good for thirty days form date given.

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Lewis and Tibbitts Inc. Contract: Mission Hill Middle School Switchgear Replacement

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Lewis and Tibbitts Inc. contract for Mission Hill Middle School switchgear replacement.

BACKGROUND:

The project consists of site improvements, concrete pads for the installation of new switchgear components, PG&E transformer, and a fenced enclosure at Mission Hill Middle School.

A request for bids was sent out to contractors, noticed to the builder's plan room and advertised in the local newspapers. Four (4) bids were received. Lewis and Tibbitts Inc. was the successful low bidder.

Bid Summary

CONTRACTOR	CITY	BASE BID
Guerra Construction	Santa Clara	\$987,440.00
Lewis and Tibbitts Inc.	San Jose	\$874,100.00
General Lighting Services, Inc.	Santa Clara	\$981,481.00
CRW Industries, Inc.	Scotts Valley	\$986,283.00
LOW BID	Lewis and Tibbitts Inc.	\$874,100.00

Staff recommends that the bid be awarded to Lewis and Tibbitts Inc., the lowest responsive and responsible bidder.

FISCAL IMPACT:

\$874,100.00, Measure A Funds (Restricted), representing 4.95% of the overall site budget \$17,648,740.00 is the total Bond Allocation to Mission Hill Middle School

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

AGENDA ITEM: 8.3.10.

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

Prepared by Trevor Miller, Director, Facility Services

Section 00 60 00

Agreement between Owner and Contractor

This Agreement, effective 15 February, 2021, is by and between Santa Cruz City Schools, in Santa Cruz County, California, hereinafter called the "Owner," and Lewis and Tibbitts, Inc. hereinafter called the "Contractor."

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the Work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

Mission Hill Middle School

Switchgear Replacement

all in strict compliance with the plans, drawings and specifications therefore prepared by:

Bartos Architecture, Inc.
1730 South Amphlett Blvd., Suite 225
San Mateo, CA 94402
650-340-1221

and other Contract Documents relating thereto.

ARTICLE II. CONTRACT DOCUMENTS

The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the Contract Documents which form the Contract.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES

Time is of the essence in this Contract, Date of completion shall be 30 July, 2022 and the time of Completion for the Work ("the Contract Time") shall be Two Hundred Twenty (220) days from (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization).

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or if any specified portion of the Work were not completed by a milestone deadline, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or complete any specified portion of the Work by a milestone deadline: \$1,000 for each calendar day.

In addition, Contractor shall be subject to liquidated damages, or actual damages if liquidated damages are not recoverable under law, for causing another contractor on the Project to fail to timely complete its work under its contract or for causing delayed *completion* of the Project. The actual occurrence of damages and

the actual amount of the damages which the Owner would suffer if another contractor on the Project were to fail to timely complete its work under its contract or delay *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, loss of use of the other contractor's work, loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an Owner's inability to recover its delay damages from the contractors whose work was delayed by Contractor.

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project: \$1,000 for each calendar day.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see General Conditions sections 3.7.4, 3.16 and 6.2.3.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding time of Completion, milestone deadlines, or liquidated damages.

ARTICLE IV. PAYMENT AND RETENTION

The Owner agrees to pay the Contractor in current funds Eight Hundred Seventy Four Thousand One Hundred dollars (\$874,100.00) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any allowances or contingency fund.

For any cost reduction changes in the plans and specifications that the Owner makes pursuant to an unsolicited proposal submitted by Contractor, the Contractor shall receive additional payment of 50 percent of the net savings in construction costs as determined by the public entity, pursuant to Public Contract Code section 7101.

ARTICLE V. CHANGES

Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

ARTICLE VI. TERMINATION

The Owner or Contractor may terminate the Contract as provided in the General Conditions.

ARTICLE VII. PREVAILING WAGES

The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the

locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. A contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

ARTICLE VIII. WORKING HOURS

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX APPRENTICES

The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. DSA OVERSIGHT PROCESS

The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

ARTICLE XI. INDEMNIFICATION AND INSURANCE

The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be **\$1,000,000.00** per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be **\$1,000,000.00** per accident for bodily injury and property damage combined single limit.

ARTICLE XII. ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XIV. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XV. BINDING EFFECT

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Santa Cruz, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE XVII. AMENDMENTS

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, which includes change orders signed by the parties and approved or ratified by the Governing Board.

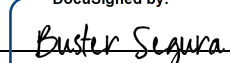
ARTICLE XVIII. ASSIGNMENT OF CONTRACT

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

ARTICLE XIX. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

Lewis and Tibbitts, Inc.**Santa Cruz City Schools**

DocuSigned by:

 1/26/2021
 Contractor

Signature

Buster Segura, President

Signed By (Contractor)

Name

281666

California Contractor's License Number

Title

02/28/2022

License Expiration Date

NOTE

Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: M3 Environmental Proposal: Bay View Elementary School
Inspection and Testing Services

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the M3 Environmental proposal for Bay View Elementary School inspection and testing services.

BACKGROUND:

This proposal consists of a microbial inspection of the psychology office at Bay View Elementary School, to determine the air quality as it pertains to water intrusion reported by site personnel.

FISCAL IMPACT:

\$950.00, Measure B Funds (Restricted), representing 0.007% of the overall site budget
\$12,384,192.00 is the total Bond Allocation to Bay View Elementary School

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

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

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

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

Prepared by Trevor Miller, Director, Facility Services



January 12, 2021

Mr. Trevor Miller
Director of Facilities
Santa Cruz City Schools
536 Palm Street
Santa Cruz, CA 95060
831.429.3904 (p)

Via email:
trevormiller@sccs.net

Subject: Confirming Proposal to Conduct an Additional Microbial Inspection in the Psychology Office at Bayview Elementary Located at 1231 Bay Street in Santa Cruz, California
Proposal No. 213097

Dear Mr. Miller:

M³ Environmental Consulting (M³) is pleased to present this confirming proposal to provide a follow-up microbial inspection in the psychology office at Bayview Elementary located at 1231 Bay Street in Santa Cruz, California.

Project Understanding

M³ understands that this inspection was requested to determine the air quality as it pertains to mold in the psychology office. This inspection was a follow up inspection from 2019 (M³ project No. 19453.0 Tasks 1-3).

Scope of Work

This proposal presents the services needed to successfully complete this project based on the above understanding. All work was performed under direction of a Council-certified Microbial Consultant (CMC)

M³ provided the following services needed to successfully complete this project:

- Conducted a site inspection of the psychology office that included inspections for visible mold growth and moisture, air sampling for mold, and photographic documentation of site conditions.
- Provided a written report for the site discussing the results of the investigation, with recommendations for future action as appropriate.

Fees

All services were provided for a **fee of \$950.00** based on the following:

Task 4: Post Remediation Microbial Inspection

All services described were provided for a total fee of **\$950.00**

Thank you for the opportunity to submit our proposal to you. If you have any questions, please call me at 831.649.4623.

Sincerely,
M³ Environmental Consulting LLC.

A handwritten signature in black ink, appearing to read "Gatward", with a stylized flourish at the end.

Chris G. Gatward
Principal
California Certified Asbestos Consultant No. 92-0216

CGG/



SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: M3 Environmental Proposal: Branciforte Small Schools Alternative Family Education Asphalt Pad Sampling

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve that M3 Environmental proposal for Branciforte Small Schools Alternative Family Education asphalt pad sampling services.

BACKGROUND:

This proposal consists of an asbestos assessment of the asphalt pad for the Alternative Family Education building at Branciforte Small Schools. This assessment is a requirement for disposal of these materials at the waste site. This is a new requirement.

FISCAL IMPACT:

\$1,150.00, Measure B Funds (Restricted), representing 0.01% of the overall site budget
\$8,579,099.00 is the total Bond Allocation to Branciforte Small Schools

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

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

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

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

Prepared by Trevor Miller, Director, Facility Services



January 19, 2021

Mr. Trevor Miller
Director of Facilities
Santa Cruz City Schools
536 Palm Street
Santa Cruz, CA 95060
831.429.3904 (p)

Via email:
trevormiller@sccs.net

Subject: Confirming Proposal for Limited Asbestos Sampling of the Asphalt Pad at Branciforte Small Schools AFE Campus Located at 840 N. Branciforte Avenue in Santa Cruz, California
Proposal No. 213101

Dear Mr. Miller:

M³ Environmental LLC (M³) is pleased to present this confirming proposal to provide asbestos-containing material [ACM] sampling for the asphalt pad on the northeast corner at Branciforte Small Schools AFE Campus Located at 840 N. Branciforte Avenue in Santa Cruz, California. This proposal is based on information provided to M³ over the phone on December 28, 2020.

Project Understanding

M³ understands that asphalt pad may be damaged and patched because of demolition activities.

Scope of Work

This proposal presents the services needed to successfully complete this project based on the above understanding as follows:

- Conducted a walk-through inspection of the area to delineate the scope of work, and to sample suspect ACM.
- Analyzed collected samples in an American Hygiene Association-accredited laboratory using polarized light microscopy (PLM) for asbestos.
- Prepare and submit a written report for the site at the completion of the project that will include laboratory documentation for all samples collected, and recommendations as appropriate.

Fees

All services described will be provided for a fee of **\$1,150**.

Thank you for the opportunity to submit our proposal to you. We look forward to working with you on this project. If you have any questions, please call me at 831.649.4623.

Sincerely,
M³ Environmental LLC

A handwritten signature in black ink, appearing to read 'Gatward', is written over a light blue horizontal line.

Chris G. Gatward
Principal
California CAC No. 92-0216

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: M3 Environmental Proposal: Santa Cruz High School Hazardous Materials Inspection

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the M3 Environmental proposal for the Santa Cruz High School hazardous materials inspection.

BACKGROUND:

This proposal consists of hazardous materials inspections required for demolition of the current pool storage building at Santa Cruz High school, as required by The Division of Occupational Safety and Health. This work is in preparation for the installation of the new modular pool house.

FISCAL IMPACT:

\$1,500.00, Measure A Funds (Restricted), representing 0.004% of the overall site budget
\$32,072,783.00 is the total Bond Allocation to Santa Cruz High School

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

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

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

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

Prepared by Trevor Miller, Director, Facility Services



January 15, 2021

Mr. Trevor Miller
Director of Facilities
Santa Cruz City Schools
536 Palm Street
Santa Cruz, CA 95060
831.429.3904 (p)

Via email:
trevormiller@sccs.net

Subject: Proposal for Hazardous Materials Inspection for Pool Storage Building Demolition at Santa Cruz High School Located at 415 Walnut Avenue in Santa Cruz, California
Proposal No. 213100

Dear Mr. Miller:

M³ Environmental LLC (M³) is pleased to present this proposal to provide hazardous materials inspections (primarily asbestos-containing material [ACM] and lead-containing paint [LCP]) for the pool storage building demolition at Santa Cruz High School located at 415 Walnut Avenue in Santa Cruz, California. This proposal is based on information provided to M³ via e-mail on January 12, 2021.

Project Understanding

M³ understands that building is to be demolished. The building will be vacant and therefore destructive testing will be performed. All accessible interior, exterior, and roofing materials will be tested.

Scope of Work

This proposal presents the services needed to successfully complete this project based on the above understanding as follows:

- Conduct a walk-through inspection of the buildings to delineate the scope of work, and to sample suspect ACM and LCP.
- Analyze collected samples in an American Hygiene Association-accredited laboratory using polarized light microscopy (PLM) for asbestos and flame atomic absorption (FAA) for lead.
- Conduct an inspection for other hazardous materials such as PCB light ballasts, fluorescent light tubes, and mercury switches.
- Prepare and submit a written report for the site at the completion of the project that will include field floor plans showing sample locations, laboratory documentation for all samples collected, and recommendations as appropriate. We will provide estimates of the quantities of each type of ACM and identify LCP by component.

Fees

All services described will be provided for a fee of **\$1,500**.

Our fee is based on the following assumptions:

- Some damage to building materials will be caused by inspection and sampling activities.
- Samples will be analyzed on a 3-day laboratory turnaround time. Samples can be analyzed on a same day lab turnaround time for an additional \$15/sample.
- Our fee is dependent on gaining ready access to the building. Delays outside of our control will be billed at our customary rates following receipt of your prior approval.
- The survey will be performed during normal business hours.

Although a reasonable effort will be made to identify suspect materials, this does not guarantee that all possible sources of hazardous materials will be identified as certain building materials may be inaccessible or hidden by walls, flooring, partitions, etc. During demolition or renovation operations, building materials may be uncovered that may be suspect. These materials should be sampled and identified before activities resume.

Thank you for the opportunity to submit our proposal to you. We look forward to working with you on this project. If you have any questions, please call me at 831.649.4623.

Sincerely,
M³ Environmental LLC

A handwritten signature in black ink, appearing to read "Gatward", with a stylized flourish at the end.

Chris G. Gatward
Principal
California CAC No. 92-0216

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Mobile Modular Change Order #1 Branciforte Small Schools
Alternative Family Education Building Removal

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve Mobile Modular change order #1 for Branciforte Small Schools Alternative Family Education building removal.

BACKGROUND:

As part of our lease agreement with Mobile Modular, we are required to address any excessive wear and tear when we return the portable. This change order consists of repairs and replacements required per our lease agreement. The previously approved contract amount was \$10,227.00 and the new total contract, including this change order, will be \$11,040.60.

FISCAL IMPACT:

Change Order #1 \$813.60, (7.42% increase to the contract), Measure B Funds (Restricted)

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

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

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

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

Prepared by Trevor Miller, Director, Facility Services

CHANGE ORDER FORM

Santa Cruz City Schools
133 Mission Street, Suite 100
Santa Cruz, CA 95060

CHANGE ORDER NO.:

1

CHANGE ORDER

Project: Branciforte Small Schools Alternative Family Education Building Removal

The following parties agree to the terms of this Change Order:

Owner:

Santa Cruz City Schools
133 Mission St., Suite 100
Santa Cruz, Ca 95060

Contractor:

Mobile Modular
PO Box 45043
San Francisco, Ca 94145

Reference	Description	Cost	Days Ext.
PCO # 1	one time return charges to dismantle and haul the classroom off site and charges for repairs and replacements that had to do after the building was returned and evaluated for the condition	\$ 6,126.10	0
PCO # 2	Credit for rent	-\$ 5,312.50	0
Original Contract Amount:		\$ 10,227.00	
Amount of Previously Approved Change Order(s):		\$ 0	
Amount of this Change Order:		\$ 813.60	
Contract Amount:		\$ 11,040.60	

The undersigned Contractor approves the foregoing as to the changes, if any, and the Cost, if any, specified for each item and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein.

This change order is subject to approval by the governing board of this district and must be signed by the District.

The compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractors costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:

Contractor:

[Name]

Date

[Name]

Date

END OF DOCUMENT

SANTA CRUZ CITY SCHOOL DISTRICT

CHANGE ORDER FORM

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: PSR Electric Change Order #1: DeLaveaga Elementary School Temporary Generator

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the PSR Electric change order #1 for the DeLaveaga Elementary School temporary generator.

BACKGROUND:

This change order consists of providing temporary power to three (3) panels from the existing main switchboard, and installing dedicated circuits to the fire alarm panel and phone system to keep them active and fully functional during the PG&E switchover. The PG&E switchover was delayed and created a need for temporary power. The previously approved contract amount was \$12,550.00 and the new total contract, including this change order, will be \$22,850.18.

FISCAL IMPACT:

Change Order #1 \$10,300.18, (80.64% increase to the contract), Measure B Funds (Restricted)

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

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

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

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

Prepared by Trevor Miller, Director, Facility Services

PSR Electric, Electrical Contractor
 Certified General Journeyman Electricians
 Bonded and Insured

License number: 880548

BILC WORKS CONTRACTORS REGISTRATION#1000010224

PROMPT SERVICE THAT'S RELIABLE

1988 Serenata Ct, Santa Cruz CA 95065

Phone [831-345-3914] Fax [831-479-9034]

E-mail psrelectric@comcast.net

JOB: DE LA VEAGA ELEMENTARY

DATE: 12/29/20

TO: AUSONIO INC.

INVOICE T&M



RFI #101-REV#1 AND 2 CHANGE ORDER T&M TEMP POWER

Provide temp power to panels : PANEL L, PANEL MA-1, PANEL MB-1 ALL FROM EXISTING "MSBE" as show on the approved revision 2 submitted to the design team . Includes all required conduits, wire, labor and removal of temp power. Also we provide with two dedicated circuits, power 120v to the Fire Alarm panel and Phone system to keep them active and fully functioning.

Labor (24 hrs x \$80.00=\$1,920 x 2 journey)=	\$3,840.00
(24hrs x \$64.00= \$1,536 x 2 apprentice)=	\$3,072.00

Labor -----\$6,912.00

Materials-----\$3,388.18

Total invoice cost T&M \$10,300.18

Note: PSR ELECTRIC IS NOT USING ANY MARK UP FOR THE PRICE, STRICTLY T&M.

REVISION 2

PSR

"E" MSBE

225 Amps

MA-MA-1

RA1-PA2

(F) 200Amps
Breaker

"(F) 175Amps Breaker"

PANEL "L"

Feed HRU Unit on the Roof
one Temp.

Temp. power

2 1/2"

2"

225 Amps Now
Breaker

"MSBE"

(F) 200Amps Breaker 2 1/2"

RB1-RB2

MB-MB-1

2"

175A "E" Breaker
OR

change to 100Amps New Breaker

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: PSR Electric Change Order #1: Mission Hill Middle School Multi-Purpose Room Lighting Replacement

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the PSR Electric change order #1 for the Mission Hill Middle School multi-purpose room lighting replacement.

BACKGROUND:

This change order consists of running new home runs for the ceiling can lights and adding new switches for the multi-purpose room at Mission Hill Middle School. After the project began, it was discovered that there were no switches for the can lights in the ceiling. The previously approved contract amount was \$18,030.00 and the new total contract, including this change order, will be \$22,380.00.

FISCAL IMPACT:

Change Order #1 \$4,350.00, (24.12% increase to the contract), Measure A Funds (Restricted)

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

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

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

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

Prepared by Trevor Miller, Director, Facility Services



AIA Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
MHMS Auditorium Lighting
425 King St. Santa Cruz, CA

CONTRACT INFORMATION:
Contract For: General Construction
Date: June 16, 2020

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: 1/13/2020

OWNER: *(Name and address)*
Santa Cruz City Schools
133 Mission Street Suite 100
Santa Cruz CA 95060

ARCHITECT: *(Name and address)*
Bartos Architecture Inc
1730 S. Amphlett Blvd. Suite 225
San Mateo, CA 94402

CONTRACTOR: *(Name and address)*
PSR Electric
1988 Serenata Ct.
Santa Cruz, CA 95065

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)


COR 001 New Lighting Controls (add) \$4,350.00

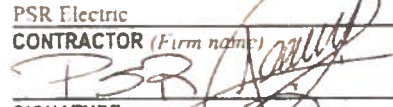
The original Contract Sum was	\$	18,030.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	18,030.00
The Contract Sum will be increased by this Change Order in the amount of	\$	4,350.00
The new Contract Sum including this Change Order will be	\$	22,380.00

The Contract Time will be increased by Zero (0) days
The new date of Substantial Completion will be August 1, 2020

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Bartos Architecture, Inc
ARCHITECT *(Firm name)*

SIGNATURE
MARK BARTOS, ARCH.
PRINTED NAME AND TITLE
1/14/21
DATE

PSR Electric
CONTRACTOR *(Firm name)*

SIGNATURE
PEDRO SAURA
PRINTED NAME AND TITLE
01/13/21
DATE

Santa Cruz City Schools
OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

PSR Electric, Electrical Contractor
Certified General Journeyman Electricians
Bonded and Insured

License number: 880548

PSR ELECTRIC CONTRACTORS REGISTRATION #10000010224
"PROMPT SERVICE THAT'S RELIABLE"

1988 Serenata Ct, Santa Cruz CA 95065
 Phone [831-345-3914] Fax [831-479-9034]
 E-mail psrelectric@comcast.net

JOB: MISSION HILL AUDITORIUM LIGHTING
 DATE: 12/23/20
 TO: MOJGAN AGHAMIR /BARTOS ARCHITECTURE

CHANGE ORDER



THE LIGHTING CIRCUITS HOME RUNS AND SWITCHING/CONTROL FOR THE CYLINDER LIGHT FIXTURES IS UNKNOWN.

I TROUBLE SHOOT AND TRACK THE CIRCUITS AND THE CIRCUIT BREAKERS AT THE BREAKER BOX LOCATED AT THE CONTROL BOTH SECOND FLOOR
 WE OPEN ALL POSSIBLE SWITCHES INSIDE MULTIPURPOSE ROOM, STAGE AREA, AND CONTROL ROOM SECOND FLOOR WITH NOT GOOD FINDINGS
 WE EXHAUST ALL POSIBILITIES.

WE PROPOSE RUNNING NEW HOME RUNS TO EACH ROW OF CYLINDERS LIGHTS (4 ROWS) WITH SURFACE WIREMOLD 700 METALLIC, PAINT WIREMOLD TO MATCH EXISTING SURFACE, ADD 4-3WAYS SWITCHES ONE PER ROW TO BE CONTROL
 FIRST SET OF 3WAY SWITCHES LOCATE AT CONTROL ROOM SECOND FLOOR
 SECOND SET OF 3 WAYS SWITCHES AT MULTIPURPOSE ROOM WALL JUST BELLOW CONTROL ROOM.

LABOR-----	\$3,600.00
MATERIALS-----	\$ 750.00
CHANGE ORDER COST-----	\$4,350.00

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Waterproofing Associates, Inc. Change Order #1: Harbor High School Performing Arts Building Roof

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Waterproofing Associates, Inc. Change Order #1 for the Harbor High School Performing Arts building roof.

BACKGROUND:

After construction began on the Performing Arts building roof, the full scope of dry rot and other damage was revealed. Additional work is necessary including replacement of the damaged 1 - 1/8" structural board that had severe dry rot, removing nine field drains and replacing them with new scuppers and downspouts for drainage, providing 600' of plywood support around the perimeter edge, and matching the new tapered layout design provided. The previously approved contract amount was \$147,568.00 and the new total contract, including this change order, will be \$215,212.00.

FISCAL IMPACT:

Change Order #1 \$67,644.00, (45.83% increase to the contract), Measure A Funds (Restricted)

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

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

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

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

Prepared by Trevor Miller, Director, Facility Services



WATERPROOFING ASSOCIATES, Inc.

California License C-39/649862
975 Terra Bella Ave.
Mountain View, CA 94043
DIR #1000000647
Fax 650-965-9005
Phone 650-937-1299

December 22, 2020

Trevor Miller
Santa Cruz City School

RE: Harbor High School

Dear Trevor:

Per your request, Waterproofing Associates is providing a cost breakdown to provide and install 600' of 4"x6" Douglas Fir in 2-rows followed by a 1/2" 5-Ply CDX Plywood to provide a nailer around the perimeter edge and match the new tapered layout design provided.

<u>Cost Breakdown</u>			
<u>Labor</u>	Journeyman - Rate:	\$103.00/hr. x's 120 hours	<u>\$12,360.00</u>
		Total Labor:	\$12,360.00
<u>Material</u>	4x6 DF Nailer	1,300 feet @ \$6.65 per foot	\$8,645.00
	1/2" 5-ply CDX	40 sheets @ \$38.00 per	\$1,520.00
	Blades	2 each @ \$39.00 per	\$78.00
	Fasteners	5 boxes @ \$150.00 per	\$750.00
		Sub-total	\$10,993.00
		Sales tax @ 9.25%	<u>\$1,017.00</u>
		Total Material	\$12,010.00
<u>Equipment</u>	1 Ton Pick-up Truck:	daily rate - \$250.00	\$0
	Asphalt Kettle:	daily rate - \$75.00	\$0
	Crane/Equipment:	daily rate - \$400.00	\$0
	Freight		\$450.00
	Fabrication	\$150 per curb	<u>\$0</u>
		Total Equipment:	\$450.00
<u>Total cost:</u>	\$24,820.00	with 15% mark up:	\$3,723.00
		Total cost:	\$28,843.00

On behalf of Waterproofing Associates, I would like to thank you again for allowing us the opportunity to provide you with a proposal. If you have any questions, please contact me directly.

Sincerely,
WATERPROOFING ASSOCIATES, Inc.

Randy Carter
Project Manager

*Roofing &
Waterproofing Services*



WATERPROOFING ASSOCIATES, Inc.

California License C-39/649862
975 Terra Bella Ave.
Mountain View, CA 94043
DIR #1000000647
Fax 650-965-9005
Phone 650-937-1299

December 22, 2020

Trevor Miller
Santa Cruz City School

RE: Harbor High School

Dear Trevor:

Per your request, Waterproofing Associates is providing a cost breakdown to **cancel out nine (9) field drains and replace them with new scuppers, .040 Collector Heads and .040 2x3 Downspouts for drainage.** The existing drains or damaged and broken.

<u>Cost Breakdown</u>			
<u>Labor</u>	Journeyman - Rate:	\$103.00/hr. x's 144 hours	<u>\$14,832.00</u>
		Total Labor:	\$14,832.00
<u>Material</u>	16-gauge plate	9 each @ \$20.00 per	\$180.00
	Clad Metal scuppers	5 sheets @ \$219.00 per	\$1,095.00
	.040 flat stock	15 sheets @ \$215.00 per	\$3,225.00
	Fasteners	1 boxes @ \$150.00 per	\$150.00
		Sub-total	\$4,650.00
		Sales tax @ 9.25%	<u>\$430.00</u>
		Total Material	\$5,080.00
<u>Equipment</u>	1 Ton Pick-up Truck:	daily rate - \$250.00	\$0
	Asphalt Kettle:	daily rate - \$75.00	\$0
	Crane/Equipment:	daily rate - \$400.00	\$0
	Freight		\$500.00
	Fabrication	Scupper/Downspout/Collector Head	<u>\$1,980.00</u>
		Total Equipment:	\$2,480.00
<u>Total cost:</u>	\$22,392.00	with 15% mark up:	\$3,359.00
		Total cost:	\$25,751.00

On behalf of Waterproofing Associates, I would like to thank you again for allowing us the opportunity to provide you with a proposal. If you have any questions, please contact me directly.

Sincerely,
WATERPROOFING ASSOCIATES, Inc.

Randy Carter
Project Manager

*Roofing &
Waterproofing Services*



WATERPROOFING ASSOCIATES, Inc.

California License C-39/649862
975 Terra Bella Ave.
Mountain View, CA 94043
DIR #1000000647
Fax 650-965-9005
Phone 650-937-1299

January 13, 2021

ATTENTION: Trevor Miller
Santa Cruz City School

RE: 1 - 1/8" Plywood sheathing

PROJECT: Harbor High School PA Re-Roof

CHANGE IN SCOPE: Replace the damaged 1 - 1/8" structural board that had severe dry rot at a per sheet cost of \$435. This cost covers labor to purchase & pickup new material, load to roof, demo old damaged and replace with new. We purchased 35-sheets but only used 30. Cost for this work will be based on 30-sheets at \$435 per sheet totaling 13,050.

CHANGE ORDER: \$13,050.00

COMMENTS: This work was approved per email dated 12/28/2020 showing damaged dry-rot lumber.

If you have any questions, please do not hesitate to contact me.

Sincerely,

WATERPROOFING ASSOCIATES, Inc.

Randy Carter
Estimator / Project Manager

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Update on Expanding In-Person Services & Academic Interventions and Support

MEETING DATE: February 10, 2021

FROM: Kris Munro, Superintendent

BACKGROUND:

Staff continue to support a robust distance learning program as well as in-person and virtual supports, while planning for expansion of our in-person instructional services.

This update will focus on the following:

Review of County COVID Data

Staff will provide an update on current Santa Cruz County COVID data.

Update on Preparation for Hybrid Instruction

Staff are finalizing facilities and logistical preparations for Hybrid Instruction. The district ventilation report will be finalized soon, as will ventilation upgrades.

Student Intervention & Support

Staff are currently expanding existing in-person and virtual support systems and planning for summer programs. In addition, staff are in the process of developing a long term plan for student support.

Update from COE Director of Safety & School Liaison to County Public Health

Jennifer Buesing, the Director of Safety, for the County Office of Education will share about her support of schools as a liaison to County Public Health and her work with County Emergency Operations.

FISCAL IMPACT:

To be determined as plans for interventions are finalized.

This work is in direct support of the following district goals and its corresponding metrics:

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

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

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

AGENDA ITEM: 8.6.1.1.

SCCS Expanding In Person Instruction & Academic Intervention & Support Update

Wednesday, February 10, 2021



Tonight's Update

- Review of County COVID Data
- Update on Preparation for Hybrid Instruction
- Update on Student Intervention & Support
- Update from COE Director of Safety & School Liaison to Public Health

State Monitoring System

- Rate of new cases and test positivity rate determine tiered placement
 - Santa Cruz County – 31.0 new COVID cases per day per 100K
 - Santa Cruz County – 5.6% positivity rate
 - Santa Cruz County placed on Tier 1 - “Widespread” Risk
- Counties must remain in a tier for at least 3 weeks before moving forward
- To move forward, county must meet next tier’s criteria for two consecutive weeks
- If county metrics worsen for two consecutive weeks, county moves to a more restrictive tier

WIDESPREAD

Many non-essential indoor business operations are closed

More than 7

daily new cases (per 100k)

More than 8%

Positive tests

SUBSTANTIAL

Some non-essential indoor business operations are closed

4 - 7

daily new cases (per 100k)

5 - 8%

Positive tests

MODERATE

Some indoor business operations are open with modifications

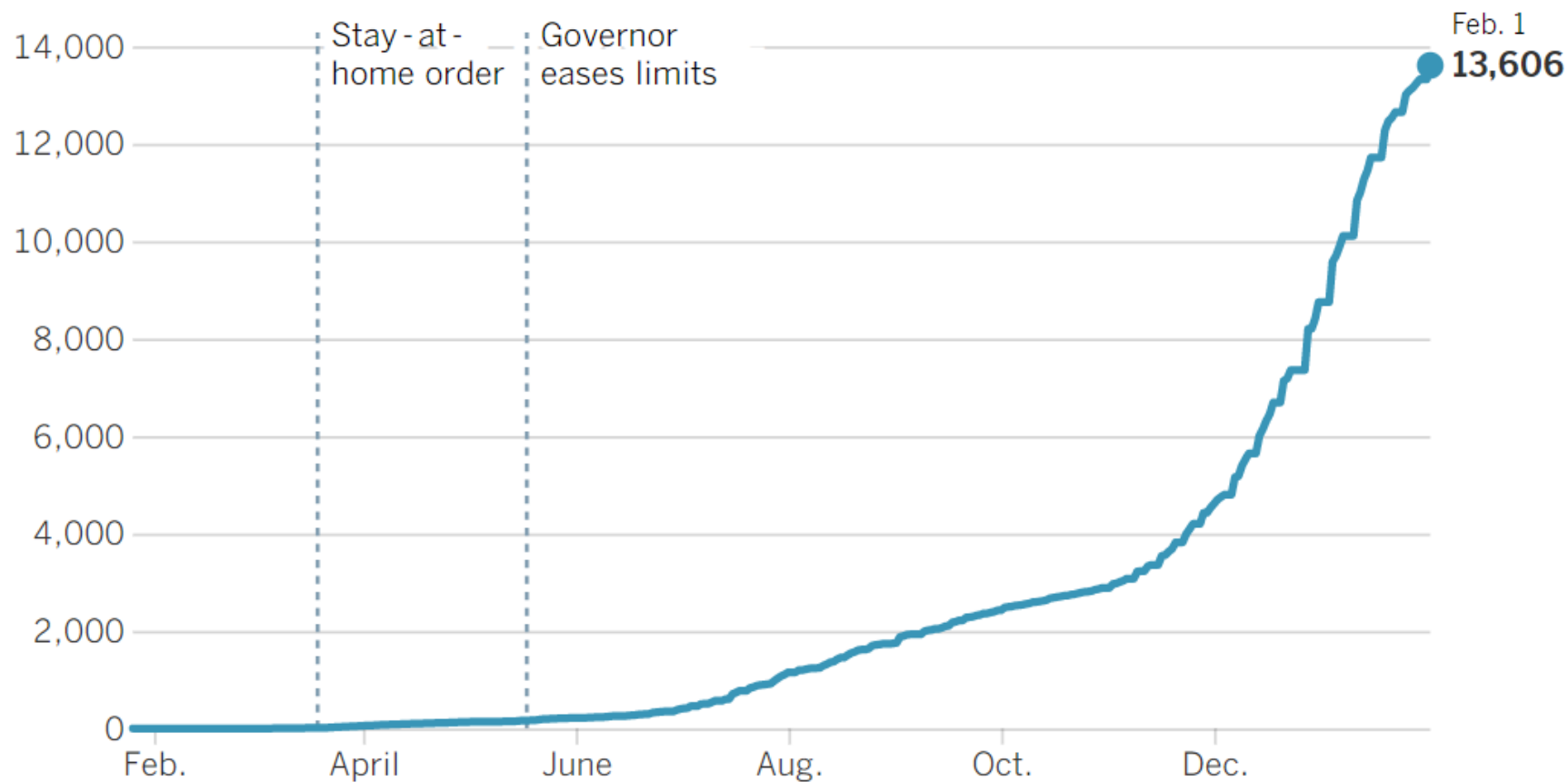
1 - 3.9

daily new cases (per 100k)

2 - 4.9%


Positive tests

Cumulative cases by day



Preparation for Hybrid Instruction

- Final facilities preparation
- Interim ventilation report and finalization of HVAC upgrades
- Hybrid technology installed
- Finalized plan for elementary hybrid instruction
- Hybrid professional development
- Pilot of state Valencia labs surveillance testing
- Completion of required COVID Safety Plan



Student Intervention & Support

Expansion of virtual small group tutoring

Finalizing multi-year learning loss mitigation plan

Credit recovery at comprehensive high schools

Recruitment of summer school teachers & principals

LCAP Survey of Families & Staff on Support Needs

Pause on expansion of small cohorts

County Office of Education Safety Director Jennifer Buesing

- Liaison to County Health for all County schools
- Work with Communicable Disease Unit
 - Contact Tracing
 - Supporting Districts, charter & private schools with safety protocols and trainings
 - Provide guidance to Superintendents and field questions regarding CDPH mandates and every changing State guidance
- Coordinate with County Emergency Operations Center
 - Meet with Emergency Management Council
 - School liaison during disasters (wildfires, pandemic, debris flow, etc.)

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Bond Projects Update

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

BACKGROUND:

David Peartree of Belli Architects will present an update on Measure A Bond projects at Branciforte Middle School and Harbor High School.

FISCAL IMPACT:

\$6,400.00, Measure A Bond Funds (Restricted)

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

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

MEASURE A BOND PROJECT UPDATES FOR:

BRANCIFORTE MIDDLE SCHOOL

HARBOR HIGH SCHOOL



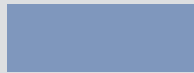
FEBRUARY 10, 2021

BRANCIFORTE MIDDLE SCHOOL

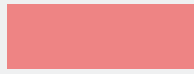
BRANCIFORTE MS

LEGEND

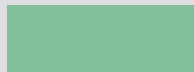
Completed



Under Construction



DSA Approved



DSA Processing

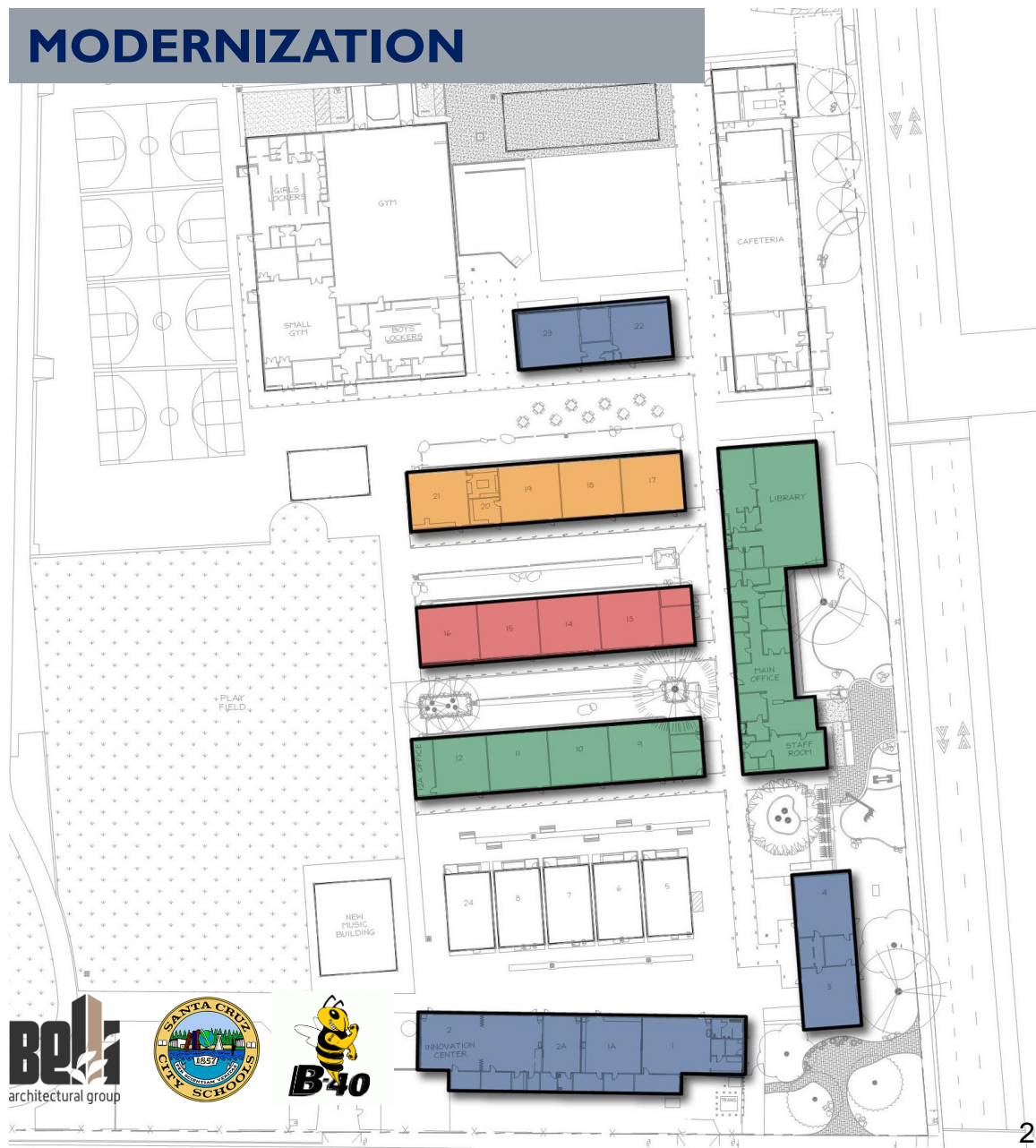


236/339

MELROSE AVENUE

POPLAR AVENUE

MODERNIZATION



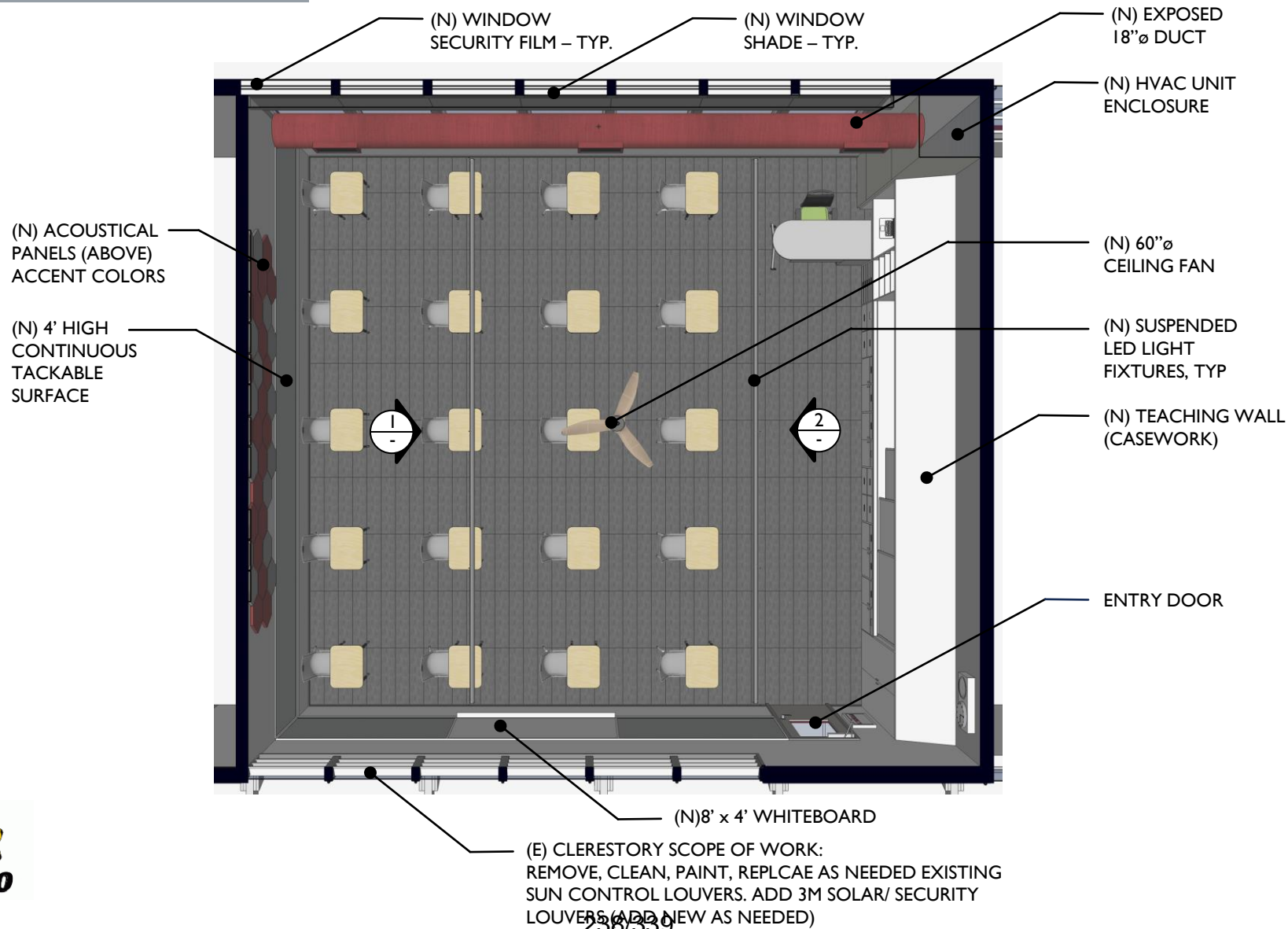
LEGEND

*Modernization Phase 1		Summer – Winter 2021
Modernization Phase 2		Winter – Spring 2022
Modernization Phase 3		Summer – Winter 2022
Modernization Phase 4		Winter – Spring 2023

*DSA Approved



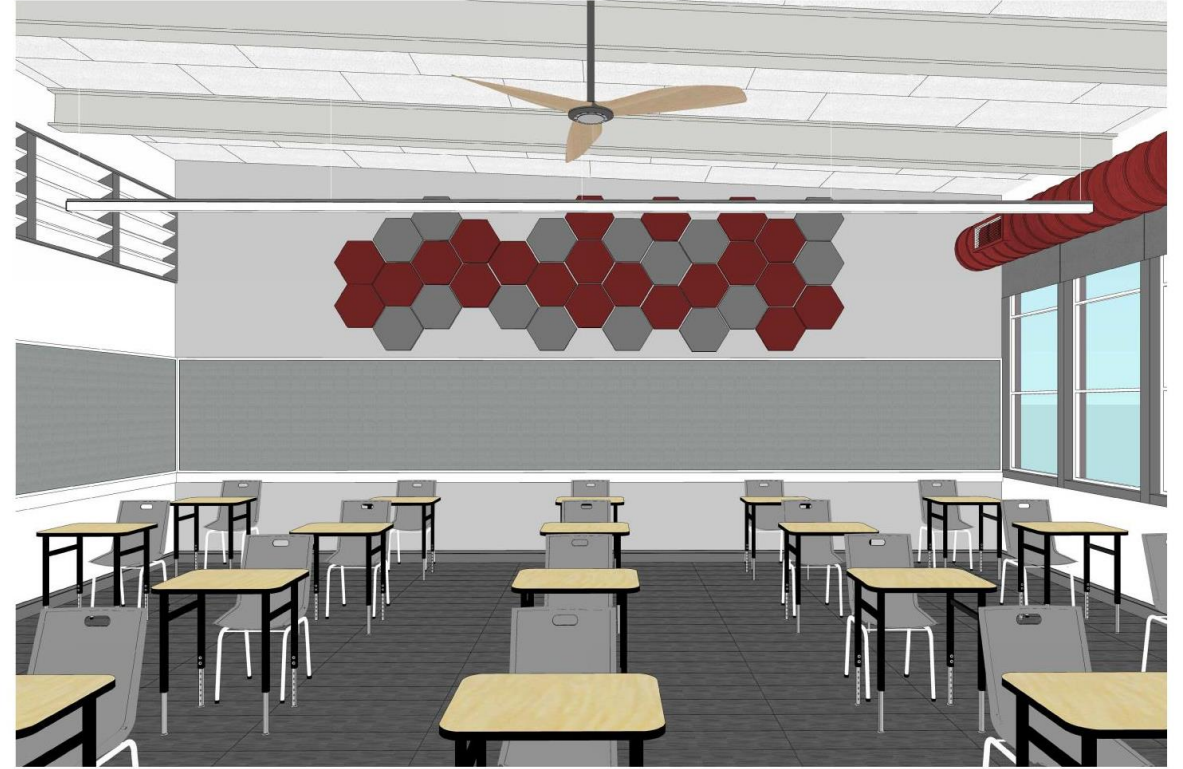
TYPICAL CLASSROOM



TYPICAL CLASSROOM

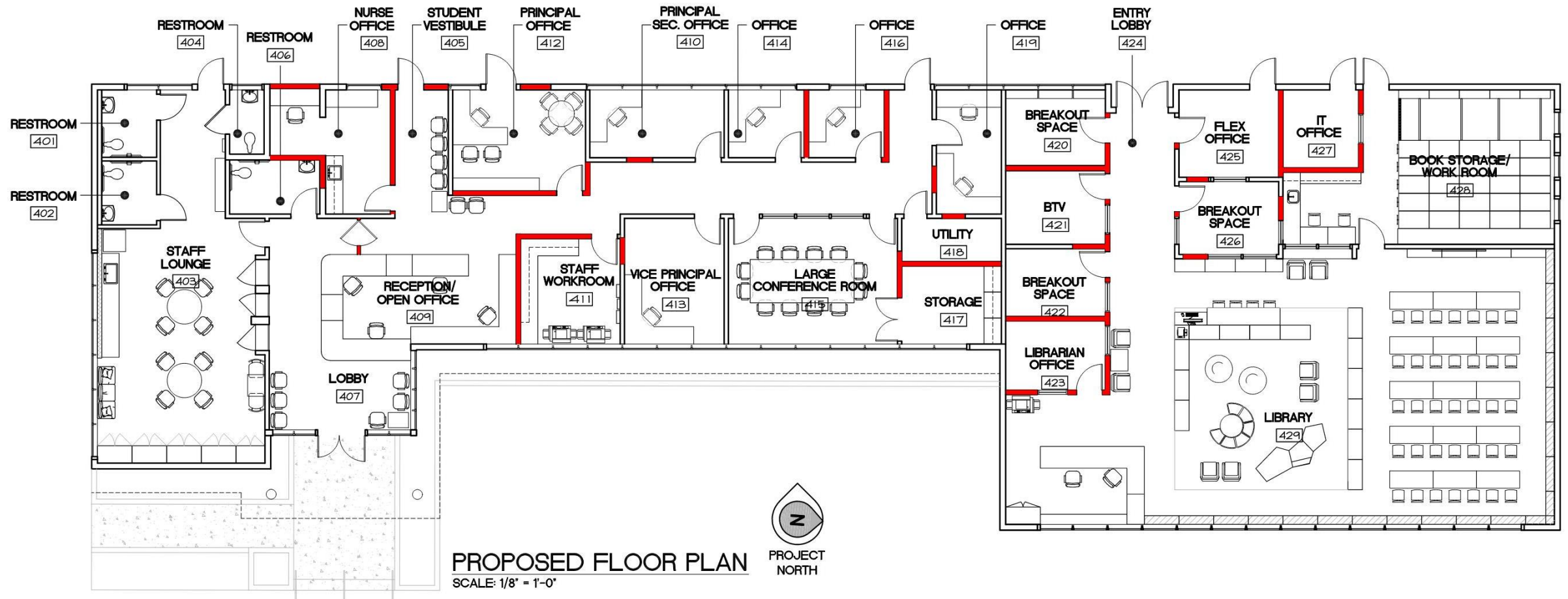


1 INTERIOR PERSPECTIVE ELEVATION (TEACHING WALL)
SCALE: N.T.S.



2 INTERIOR PERSPECTIVE ELEVATION (BACK OF CLASSROOM)
SCALE: N.T.S.

LIBRARY & ADMINISTRATION



STREET PRESENCE IMPROVEMENTS



BEFORE



CURRENTLY UNDER CONSTRUCTION

STREET PRESENCE IMPROVEMENTS



BEFORE



CURRENTLY UNDER CONSTRUCTION

STREET PRESENCE IMPROVEMENTS



BEFORE



CURRENTLY UNDER CONSTRUCTION

MPR MODERNIZATION



BEFORE



CURRENTLY UNDER CONSTRUCTION

MPR MODERNIZATION



BEFORE



CURRENTLY UNDER CONSTRUCTION

MPR MODERNIZATION



BEFORE

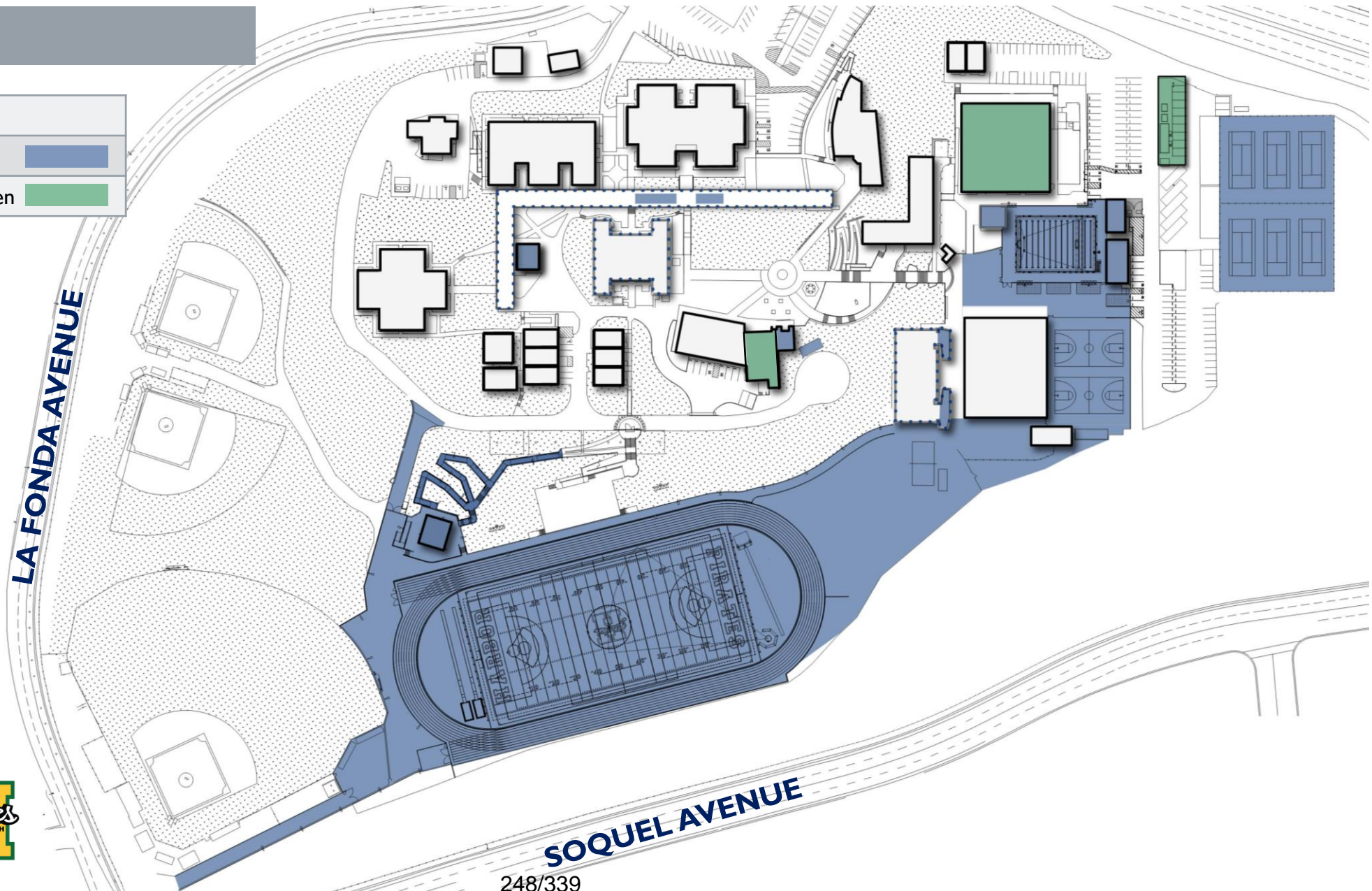


CURRENTLY UNDER CONSTRUCTION

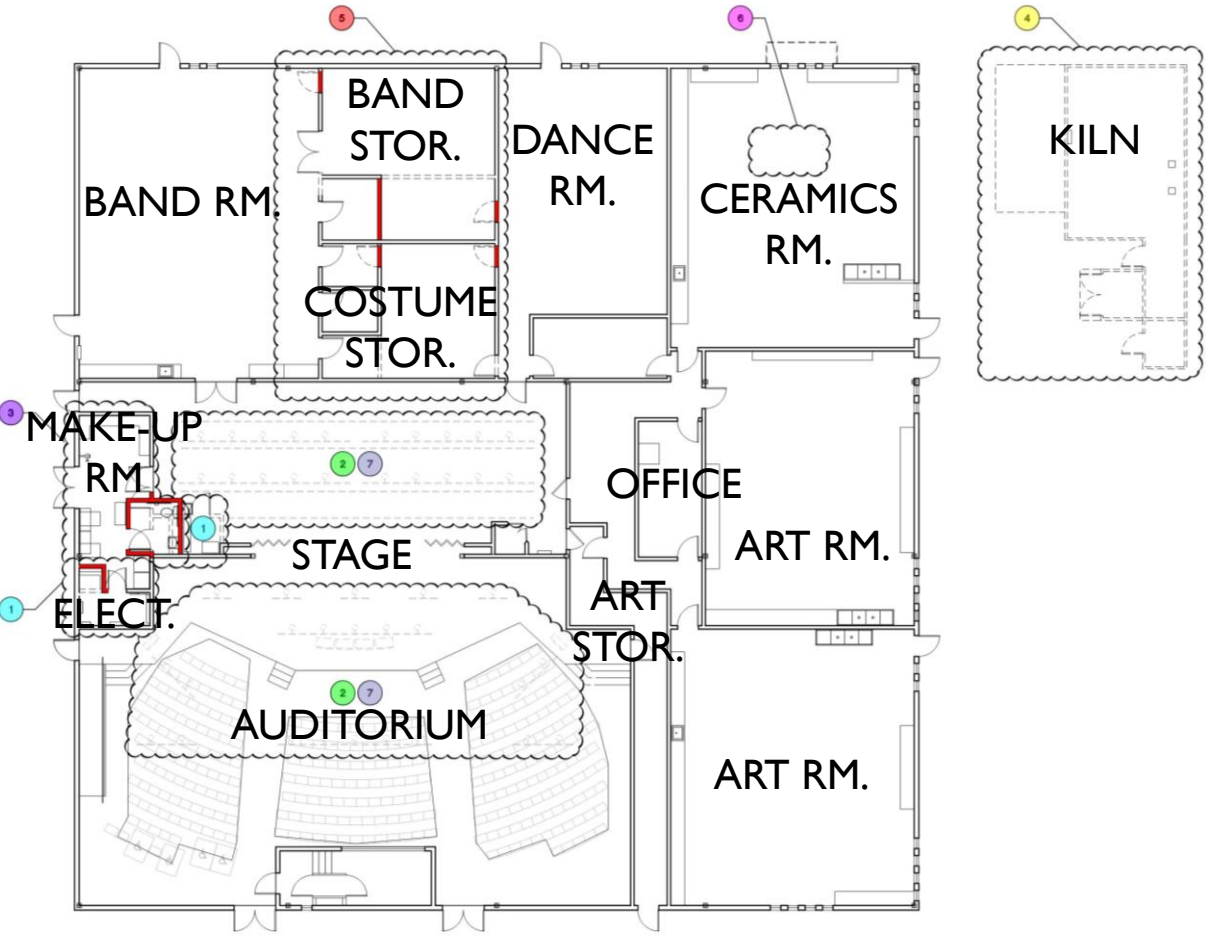
HARBOR HIGH SCHOOL

HARBOR HS

LEGEND	
Completed	Blue
Design	Green



FA BUILDING MODERNIZATION

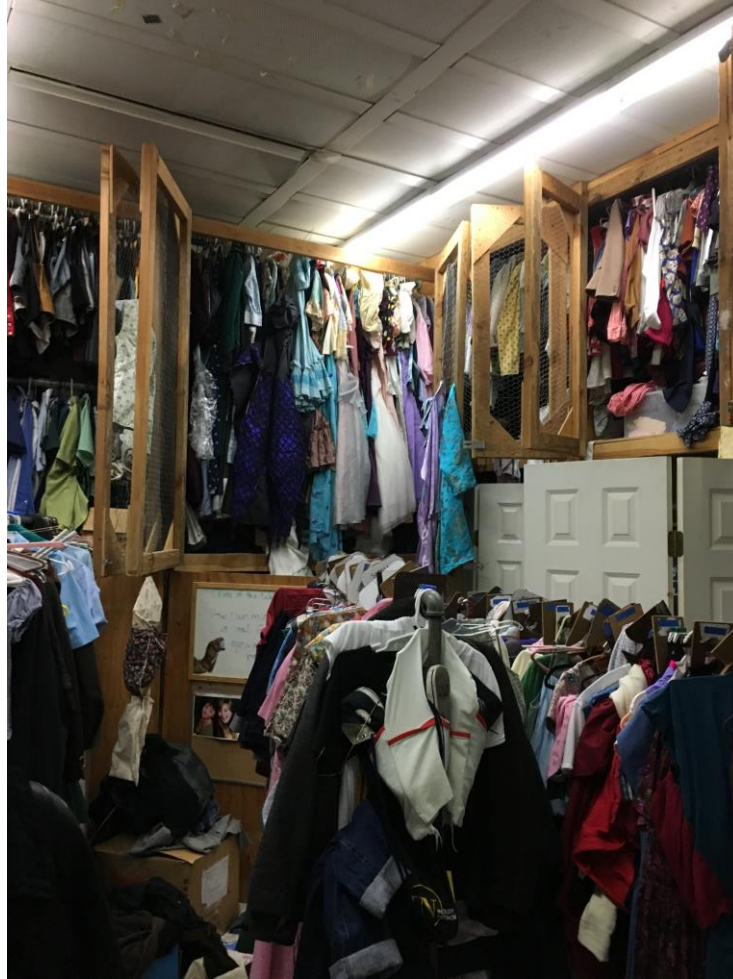


LEGEND	
1. Elect. Rm. Compliance Improvements	
2. Pipe Grid Compliance Measures	
3. Make-up Room Improvements	
4. Kiln Room Improvements	
5. Band/Costume Area Improvements	
6. Ceramics Studio Improvements	
7. Auditorium Improvements	

FINE ARTS BUILDING



FINE ARTS BUILDING



KILN BUILDING



THANK YOU

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Governor's January Budget Proposal for 2021-22

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

BACKGROUND:

Each January, the Governor presents a budget proposal for the upcoming fiscal year. District staff attended a workshop on 1/15/21 facilitated by School Services of California to learn about education funding for the 2021-22 school year. Staff will give a presentation with highlights of the proposed Governor's budget.

FISCAL IMPACT:

None

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

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

Governor's Proposals for the 2021–22 State Budget and K–12 Education

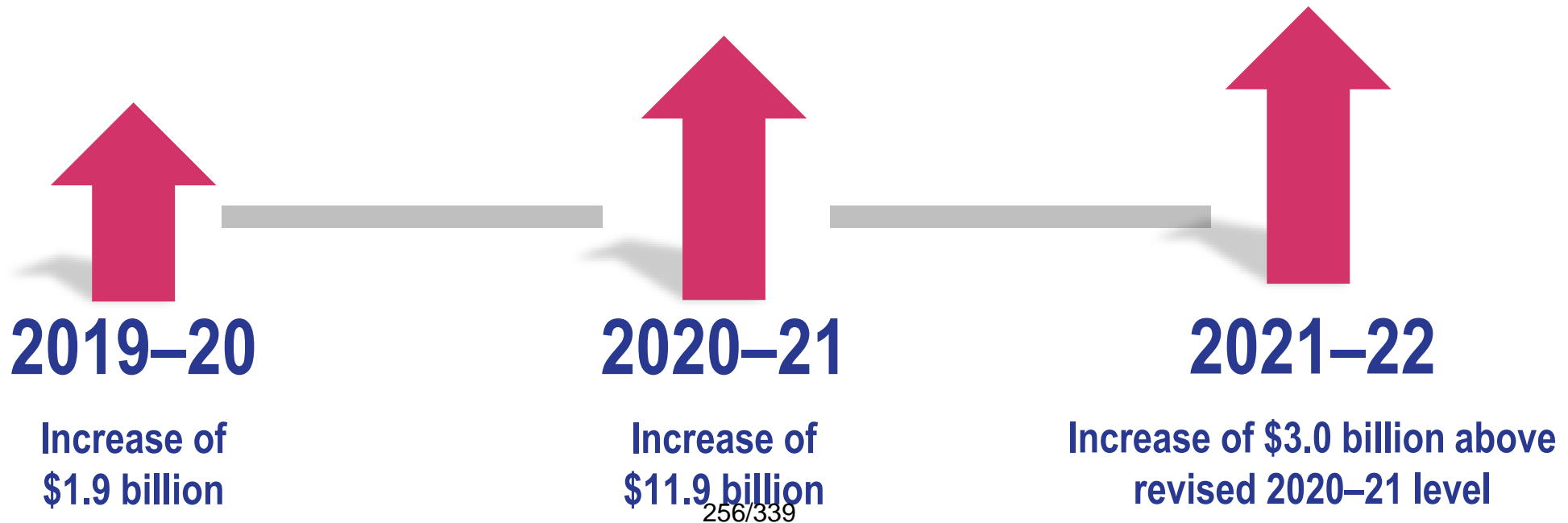
February 10, 2021



Proposition 98

© 2021 School Services of California Inc.

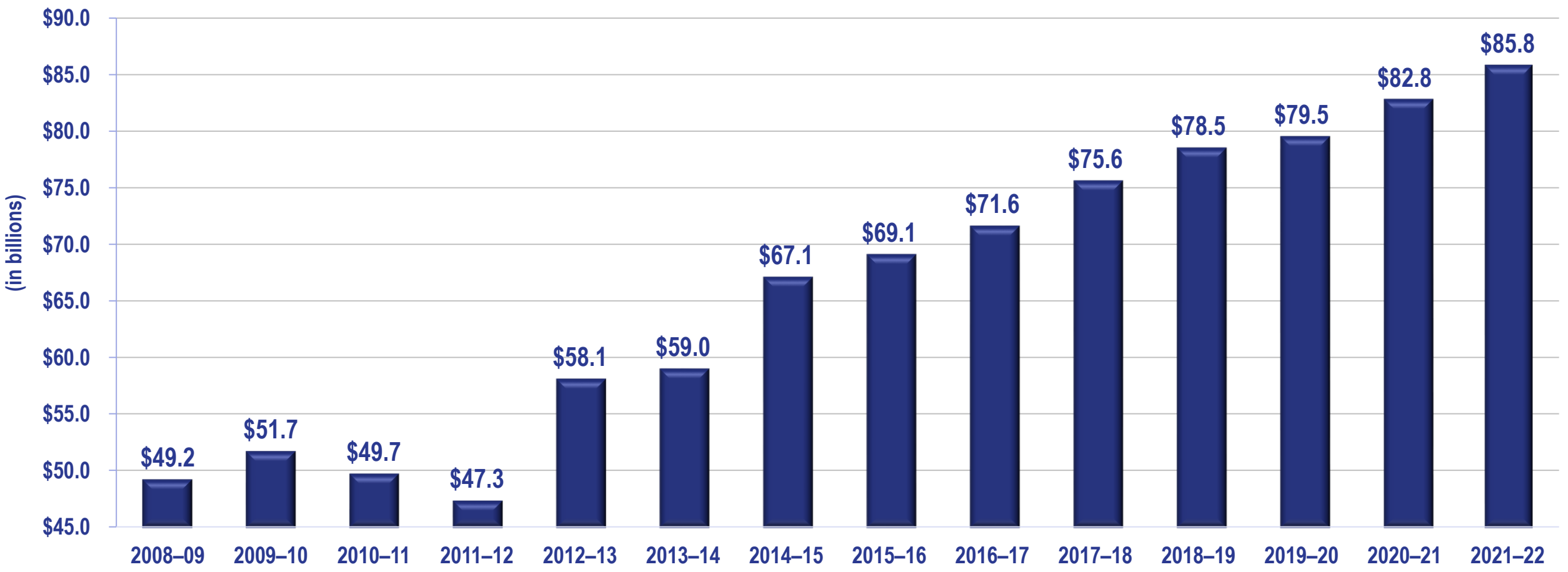
- The K–14 education budget covers a period of three fiscal years
 - The Minimum Guarantee for the prior- and current-fiscal years is adjusted as part of the annual budget process—referred to as the “true up”—to ensure the state meets its annual constitutional obligation
 - The budget year Minimum Guarantee is based on current estimates of state revenue and other factors



Proposition 98

© 2021 School Services of California Inc.

Proposition 98 Funding Over Time
2008–09 to Governor’s 2021–22 Estimate



COLA—What a Difference a Year Makes

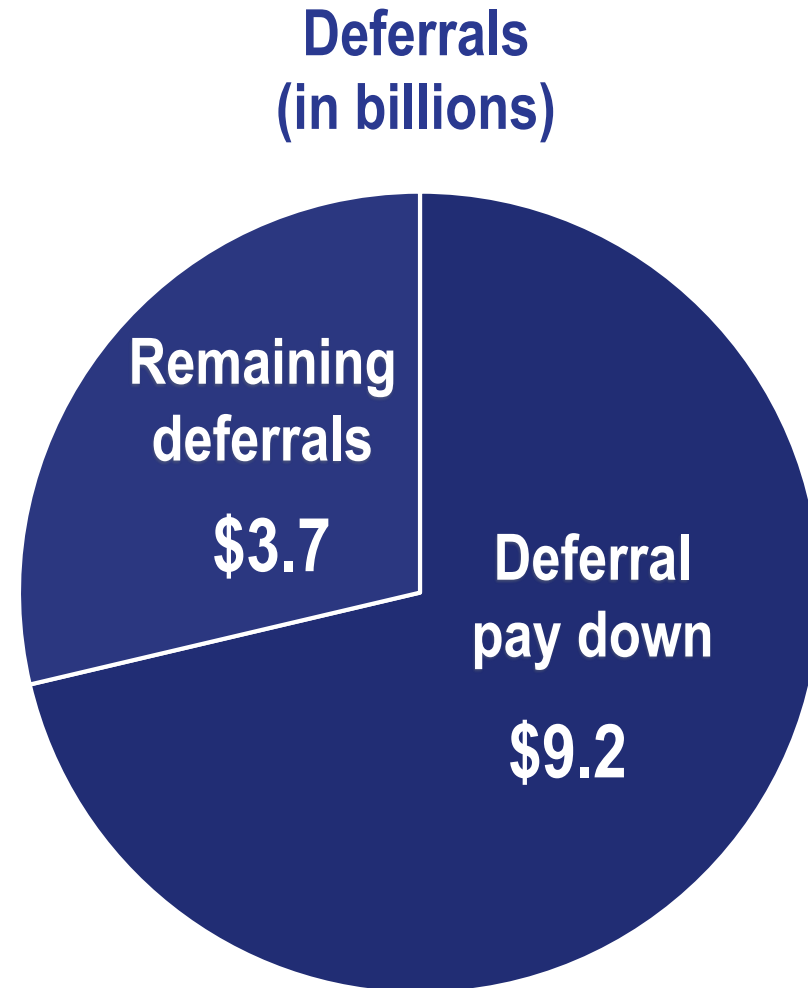
© 2021 School Services of California Inc.

- The pandemic did not have the draconian financial impacts projected in June 2020, but local educational agencies (LEAs) still have not been made whole
 - The zero cost-of-living adjustment (COLA) in 2020–21 has likely fallen into a black hole as a one-time loss for the Local Control Funding Formula (LCFF), and an ongoing loss for other categorical programs

Comparison of Statutory and Funded COLA 2020–21 and 2021–22			
	2020–21	2021–22	Applied to
Statutory COLA	2.31%	1.50%	<ul style="list-style-type: none">• 3.84% applied to <u>LCFF only</u>• 1.50% applied to special education and other categorical programs (e.g., Mandate Block Grant)
Funded COLA	0.00	3.84%	

Deferrals

- The 2020–21 Enacted Budget included almost \$13 billion in K–12 LCFF deferrals
- The Governor’s Budget proposes paying down a portion of the deferrals—effectively eliminating the on-going deferrals scheduled for February through May 2022
 - Note that this pay down does not impact the deferrals currently scheduled for February through June 2021!
 - The repayment schedule for these deferrals remains the same



2021–22 LCFF Funding Factors

- The Governor’s Budget proposes a 3.84% compounded COLA for 2021–22, which is applied to the LCFF base grants for each grade span
- Two grade span adjustments (GSAs) are applied as percentage increases to the base grants
 - Grades K–3 receive a 10.4% increase for smaller average class sizes
 - Grades 9–12 receive a 2.6% increase in recognition of the costs of career technical education coursework

Grade Span	2020–21 Base Grant per ADA	3.84% Compounded COLA	2021–22 Base Grant per ADA	GSA	2021–22 Adjusted Base Grant per ADA
K–3	\$7,702	\$296	\$7,998	\$832	\$8,830
4–6	\$7,818	\$300	\$8,118	-	\$8,118
7–8	\$8,050	\$309	\$8,359	-	\$8,359
9–12	\$9,329	\$358	\$9,687	\$252	\$9,939

2021–22 LCFF Funding Factors

- Supplemental and concentration (S/C) grants are calculated based on the percentage of an LEA enrolled students who are English learners, free and reduced-price meal program eligible, or foster youth—the unduplicated pupil percentage (UPP)

Grade Span	2021–22 Adjusted Base Grant per ADA	20% Supplemental Grant per ADA—Total UPP
K–3	\$8,830	\$1,766
4–6	\$8,118	\$1,624
7–8	\$8,359	\$1,672
9–12	\$9,939	\$1,988

What Does the LCFF Mean for Santa Cruz City Schools?

© 2021 School Services of California Inc.

Santa Cruz City Schools—2021–22		
2021–22 LCFF Per-Average Daily Attendance Funding	Projected 2021–22 ADA	Projected 2021–22 LCFF Total Revenue
\$14,768.03 Elem	1,907.80	\$28,174,458
\$10,486.34 Sec	4,206.43	<u>\$44,110,051</u>
		\$72,284,509

Note: Please use the School Services of California Inc. (SSC) LCFF Simulator to generate your LEA's unique numbers to insert in the table above.

Special Education—Base Funding

- Governor Newsom continues to prioritize students with disabilities, often citing his own experience with dyslexia
- The base special education funding formula, which provides \$625 per ADA for most Special Education Local Plan Areas, will receive the estimated statutory COLA of 1.5%
 - Bringing the new base funding rate to \$634.38
 - Unfortunately, the Newsom Administration is not proposing to make up for the 0% COLA in the current year
 - At this time, no further structural changes are proposed to the Assembly Bill 602 funding formula

Special Education—Early Intervention Grant

© 2021 School Services of California Inc.

- Additionally, the Governor proposes \$300 million in ongoing funds for the Special Education Early Intervention Grant
 - These grants were also provided in the 2019–20 Enacted Budget
 - In that year, funding was sent to LEAs of residence based on the number of preschoolers with disabilities
 - The funding was not restricted to serving these students
 - While not yet in print, the language will be similar, but will focus on evidence-based services that directly support the school readiness of infants, toddlers, and preschoolers with a targeted focus on providing services in inclusive settings, as practicable
 - Based on the latest data available, utilizing the same funding methodology as in 2019–20, SSC estimates that LEAs will receive roughly \$5,900 per resident preschooler with disabilities

Community Schools, Mental Health, and School Climate

© 2021 School Services of California Inc.

**\$264.9 Million
Community Schools**

Expand existing networks of community schools and establish new community schools with priority given to those in high-poverty communities

**\$450 Million
Mental Health Programs**

Investment in three mental health programs to respond to **mental health needs of students and families that have been exacerbated by the COVID-19 pandemic**

**\$10 Million
School Climate Surveys**

A county office of education will be chosen to assist LEAs with conducting school climate surveys to assess community needs under COVID-19

Educator Professional Development

- Recognizing the extraordinary challenges faced by teachers, administrators, and classified staff during the COVID-19 pandemic, the Governor's Budget includes investments of more than \$540 million one-time Proposition 98 funds to support:

**Professional
Learning**

**Teacher
Effectiveness**

**The Teacher
Pipeline**

- In contrast, the 2020–2021 Enacted Budget included \$900 million one-time Proposition 98 funds to invest in the educator workforce

This year's proposal narrows the focus, addressing targeted areas which will require additional educator and student support, and subject areas or programs that are significantly impacted by the pervasive teacher shortage

CARES* Act—Child Nutrition Reimbursements

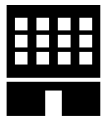


Adds an additional \$0.75 per meal (approximately \$57,000 for SCCS)

**\$112.2 million
for meal
reimbursement**



Eligible LEAs are those who participated in the National School Lunch Program (NSLP), School Breakfast Program (SBP), Seamless Summer Option, or Summer Food Service Program



Increased reimbursement rate was in place for meals served starting March 13, 2020, through August 2020

New COVID-19 Federal Stimulus Package

- On December 27, 2020, President Trump signed the \$2.3 trillion Consolidated Appropriations Act, 2021 into law, which includes:
 - The \$900 billion COVID-19 relief package, which earmarks \$82 billion for education, \$7 billion to expand broadband access, \$10 billion for childcare, and continued funding for school meal programs
 - The bill also includes an extension of the CARES Act Coronavirus Relief Fund expenditure deadline from December 30, 2020, to December 31, 2021
 - Governor Newsom would like to move date to May 31, 2021
 - The \$1.4 trillion omnibus spending plan, which will keep the government funded through September 30, 2021—the end of the federal fiscal year

New COVID-19 Federal Stimulus Package

Funding Source	Total Amount	California's Estimated Share	SCCS Allocation
Elementary & Secondary School Emergency Relief Fund	\$54.3 billion	\$6.8 billion	Elementary Estimated \$991,000 Secondary Estimated \$2,600,000
Governor's Emergency Education Relief ² Fund	\$4.1 billion (\$2.75 billion for private schools)	\$341.4 million (\$187.5 million for private schools)	Unknown

- At least 90% of the ESSER funding needs to be allocated to LEAs in proportion to their 2020–21 Title I, Part A funding, expiring September 30, 2023
 - The Governor's Budget proposal does not specify how the state will spend the remaining 10%
- Governor Newsom has the discretion to spend GEER dollars on LEAs or institutions of higher education that have been “most significantly impacted by coronavirus”
 - The Governor has not yet detailed how he plans to spend this round of GEER funding

Funding for Reopening Schools

- Governor Newsom is calling for swift and early action by lawmakers to appropriate at least \$2 billion in one-time Proposition 98 funds to aid in the safe reopening and operation of in-person instruction for K–12 students

Funding Formula (per ADA)

Base Grants = \$450.00 (February reopening)
= \$337.50 (March reopening)

Additional grants above base grant based on LEA's relative share of LCFF



Funding based on TOTAL ADA less students enrolled in independent study

All educational organizations have expressed concerns about elements of the Governor's plan

SSC Financial Projection Dartboard

LCFF PLANNING FACTORS					
Factor	2020–21	2021–22	2022–23	2023–24	2024-25
DOF Estimated Statutory COLA	2.31%	1.50%	2.98%	3.05%	N/A
DOF Estimated Funded COLA	0.00%	3.84%*	2.98%	3.05%	N/A
SSC Estimated Statutory COLA	0.00%	3.84%*	1.28%	1.61%	1.90%
*Calculated by compounding the unfunded COLA of 2.31% from 2020–21 and the estimated statutory COLA of 1.50% in 2021–22					

- SSC Estimated Statutory COLA was calculated by SSC’s independent economist
- In most years, the SSC estimates and the Department of Finance (DOF) estimates are very close, so we only include the DOF calculation on the dartboard
- Due to the large difference in the estimates, we have included our estimate for your consideration

CalPERS Employer Contribution Rates

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- The Governor does not include any new funding towards the California Public Employers' Retirement System (CalPERS) for LEAs
 - However, previous investments reduce the employer contribution rate for CalPERS from 24.9% to 23.00% in 2021–22
- The employer contribution rates to CalPERS were modified a few times since the 2020–21 Enacted State Budget, as follows:

Year	Prior Projections per Dartboard	Adjusted by CalPERS Investment Returns	Projected Rates per Actuarial Report
2020–21*	20.70%	20.70%	20.70%
2021–22	22.84%	23.01%	23.00%**
2022–23	25.50%	26.24%	26.30%
2023–24	26.20%	27.14%	27.30%
2024–25	26.20%	27.14%	27.80%
2025–26	26.20%	27.14%	27.80%
2026–27	N/A	N/A	27.60%

*Actual for 2020–21 and estimated for future years

**Governor's Budget Summary, pgs. 64–65

CalSTRS Employer Contribution Rates

- Similar to CalPERS, the Governor does not include any new funding towards the California State Teachers' Retirement System (CalSTRS) for LEAs
 - However, previous investments reduce the employer contribution rate for CalSTRS from 18.1% to 15.92%
- Reminder: On-Behalf Payments (expenditures in Resource Code 7690) have been excluded from the calculation for the Routine Restricted Maintenance Account contribution

Effective Date	CalSTRS Funding Plan Increases	
	Rate	Year-over-year change
July 1, 2013	8.25%	No increase since 1986
July 1, 2014	8.88%	0.63%
July 1, 2015	10.73%	1.85%
July 1, 2016	12.58%	1.85%
July 1, 2017	14.43%	1.85%
July 1, 2018	16.28%	1.85%
July 1, 2019	17.10%	0.82%
July 1, 2020	16.15%	- 0.95%
July 1, 2021*	~ 15.92%	~ - 0.23%
*Governor's Budget Summary, pgs. 64–65		

Statewide Average Reserve Levels

2018–19 Average Unrestricted General Fund, Plus Fund 17; Net Ending Balances ¹	
Unified School Districts	17.26%
Elementary School Districts	20.47%
High School Districts	15.64%

¹As a percentage of total General Fund expenditures, transfers, and other uses

- The latest statewide data available on school district reserves is from 2018–19:
- Local school agencies were prepared coming into this recession
 - Almost all school types were at the percentage of reserves recommended by the Government Finance Officers Association of 17%—or two months—of expenditures
 - Santa Cruz City Schools is projected to be 8.62% for 2020-21

Local Agency Reserves

- Reserves provide local school agency governance teams with the ability to be more strategic in reducing expenditures when faced with a financial crisis
 - Reserves protect students, employees, and the public
 - LEAs with higher reserves are better equipped to protect the community they serve



Meal Service Flexibility

- Under normal circumstances, the Summer Food Service Program and Seamless Summer Option programs allowed LEAs to serve meals to students outside of the typically required group times
 - Programs were available during periods of school closure (e.g., summer recess)
- The USDA has provided flexibility twice during the 2020 calendar year
 - Current flexibility is now extended through June 30, 2021
- Allows the following flexibilities for LEAs in participating programs
 - Serve meals in noncongregate setting
 - Meal service times
 - Allows parent and guardians to pick up meals for children

“The best way to
predict your future is
to create it.” -
Abraham Lincoln

Questions?

Thank you!



SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Preliminary Enrollment Projections

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

BACKGROUND:

Staff has worked with DecisionInsite, a demography service, to research and develop both short and long-term enrollment projections. The attached report outlines projections based on current district and partner district data, housing development plans, bond projects and other factors. District staff will continue to work with DecisionInsite to audit and monitor these projections to inform our future budget and facilities planning.

FISCAL IMPACT:

\$12,375.00 per year, Capital Facilities Funds (Restricted)

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

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



2021-22 Enrollment Projections

February 10, 2021

SCCS District Information

- SCCS has partnered with DecisionInsite to do a demographic study for both short and long term enrollment projections
- Projections support planning for revenue, staffing and bond projects
- Current study reflects SCCS data, partner district data, plans for new housing, and new elementary attendance boundaries
- Conservative projections are used for staffing and moderate projections for facilities planning

Elements used in Projections

- Kindergarten Cohort Data and Patterns
- New Housing Developments
- Interdistrict Transfer Trends
- Partner District Enrollment
- Student Historical Mobility Trends

Elementary Projections

Site	2019-20 Certified	2020-21 Certified	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
Bay View	428	338	338	313	309	310	305	299
Delaveaga	530	470	515	514	513	503	492	498
Gault	336	291	303	311	295	303	287	287
Westlake	548	468	486	465	455	457	462	459

Middle School Projections

Site	2019-20 Certified	2020-21 Certified	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
Branciforte	460	420	445	427	430	418	451	441
Mission Hill	625	570	532	524	485	452	445	438

High School Projections

Site	2019-20 Certified	2020-21 Certified	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
Harbor	935	1001	1000	1055	1035	997	957	970
Santa Cruz	1106	1088	1046	944	944	883	853	841
Soquel	1078	1034	933	858	871	831	817	828

Small School Projections

Site	2019-20 Certified	2020-21 Certified	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
AFE	112	239						
ARK	49	76						
Costanoa	70	94	64	64	69	64	62	61
Monarch	134	116	127	134	136	136	133	133

Enrollment Projections Totals

Site	2019-20 Certified	2020-21 Certified	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
District	6411	6205	5789	5609	5542	5354	5264	5255

21-22 Staffing Allocation Adjustments (Based on Projected Enrollment)

Grade Span	FTE (Full Time Equivalent Staff) Adjustments
Elementary	-4.00 FTE
Middle School	TBD
High School	TBD

Middle and High School classes are being staffed at 30 to 1 to allow for Hybrid if needed in the fall.

Next Steps

- Work with DecisionInsite to update information
- Site leaders will plan staffing based on projected allocations of staff
- Actual enrollment will be closely monitored through spring & summer
- Finance team will update budget information for the 2020-21 year as preparation for 2021-22

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Resolution 21-20-21: Fund 56

MEETING DATE: February 10, 2021

FROM: Jim Monreal, Assistant Superintendent of Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve Resolution 21-20-21: Fund 56 to establish an account for the accumulation of resources for the payment of principal and interest on general long-term debt.

BACKGROUND:

Establishing Fund 56 is a way to create a fund to account for the district's long-term general debt. Currently, Santa Cruz City Schools has an outstanding Qualified School Construction Bond that is a debt instrument created by the American Recovery and Reinvestment Act of 2009. The Qualified School Construction Bond (QSCB) note was for the installation of a turf field at Branciforte Middle School. Scheduled lease payments are expected to continue until fiscal year 2027. The current revenue for the payment is budgeted from the Successor Redevelopment Agency Tax dollars received for the secondary district.

Crowe Horwath, our district auditor, the County Office of Education Fiscal Services Department and FCMAT have all recommended that our district establish a Fund 56 for our QSCB debt. In addition, our auditor and FCMAT recommended that we move our Redevelopment Agency funds out of Fund 21 into Fund 40 - Special Reserve for Capital Outlay Projects. This will free up Fund 21 to be used exclusively for our bond program.

With the establishment of Fund 56 - Debt Service, staff is recommending that the revenue for the annual payments for the QSCB be completed from an interfund transfer of the Redevelopment Agency dollars that will be deposited into Fund 40 - Special Reserve for Capital Outlay Projects. If the Redevelopment Agency dollars are not available for the annual debt service, then an interfund transfer would occur from Fund 01 - LCFF Base for the debt.

FISCAL IMPACT:

None

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

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

AGENDA ITEM: 8.6.3.4.

Santa Cruz City Schools
RESOLUTION# 21-20-21: Fund 56
AUTHORIZATION TO ESTABLISH DEBT SERVICE FUND

WHEREAS, Santa Cruz City Schools has determined a need for a Debt Service Fund, effective February 10, 2021;

WHEREAS, school districts are authorized by the California School Accounting Manual to establish a debt service fund; and

WHEREAS, this fund is used to account for the accumulation of resources for the payment of principal and interest for Certificates of Participation that are considered debt service; and

WHEREAS, the District is required to segregate these expenditures from all other expenditures it receives;

NOW THEREFORE, BE IT RESOLVED that the Governing Board establishes a restricted fund to be known as the Debt Service Fund for payment of principal and interest for Certificates of Participation that are considered debt service.

THE FOREGOING RESOLUTION WAS PASSED AND ADOPTED at a Regular Meeting of the Board of Trustees of Santa Cruz City School District on the 10th day of February 2021.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINS: _____

Superintendent and Secretary to Board
of Trustees

President
Board of Trustees

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: CRW Industries Inc. Contract: Santa Cruz High School Switchgear Replacement

MEETING DATE: February 10 2021

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the CRW Industries Inc. contract for the Santa Cruz High School switchgear replacement.

BACKGROUND:

The project consists of site improvements, concrete retaining walls and pad for the installation of new switchgear components, PG&E transformer and a fenced enclosure at Santa Cruz High School.

A request for bids was sent out to contractors, noticed to the builder's plan room and advertised in the local newspapers. Three (3) bids were received. CRW Industries Inc. was the successful low bidder.

Bid Summary

CONTRACTOR	CITY	BASE BID
Guerra Construction	Santa Clara	\$1,584,700.00
Fort Bragg Electric, Inc.	Fort Bragg	\$1,799,813.00
CRW Industries, Inc.	Scotts Valley	\$1,391,313.00
LOW BID	CRW Industries, Inc.	\$1,391,313.00

Staff recommends that the bid be awarded to CRW Industries, Inc., the lowest responsive and responsible bidder.

FISCAL IMPACT:

\$1,391,313.00, Measure A Funds (Restricted), representing 4.33% of the overall site budget \$32,072,783.00 is the total Bond Allocation to Santa Cruz High School

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

AGENDA ITEM: 8.6.3.5.

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

Prepared by Trevor Miller, Director, Facility Services

Agreement between Owner and Contractor

This Agreement, effective February 11, 2021, is by and between Santa Cruz City Schools, in Santa Cruz County, California, hereinafter called the "Owner," and CRW Industries hereinafter called the "Contractor."

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the Work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

Santa Cruz High School

Switchgear Replacement

all in strict compliance with the plans, drawings and specifications therefore prepared by:

Bartos Architecture, Inc.
1730 South Amphlett Blvd., Suite 225
San Mateo, CA 94402
650-340-1221

and other Contract Documents relating thereto.

ARTICLE II. CONTRACT DOCUMENTS

The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the Contract Documents which form the Contract.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES

Time is of the essence in this Contract, Date of Completion shall be 06 August 2021 and the time of Completion for the Work ("the Contract Time") shall be One Hundred Seventy Six (176) days from (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization).

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or if any specified portion of the Work were not completed by a milestone deadline, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or complete any specified portion of the Work by a milestone deadline: \$1,000 for each calendar day.

In addition, Contractor shall be subject to liquidated damages, or actual damages if liquidated damages are not recoverable under law, for causing another contractor on the Project to fail to timely complete its work under its contract or for causing delayed completion of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if another contractor on the Project were

to fail to timely complete its work under its contract or delay *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, loss of use of the other contractor's work, loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an Owner's inability to recover its delay damages from the contractors whose work was delayed by Contractor.

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project: \$1,000 for each calendar day.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see General Conditions sections 3.7.4, 3.16 and 6.2.3.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding time of Completion, milestone deadlines, or liquidated damages.

ARTICLE IV. PAYMENT AND RETENTION

The Owner agrees to pay the Contractor in current funds One Million Three Hundred Ninety One Thousand Three Hundred Thirteen dollars (\$1,391,313.00) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price does not include any allowances or contingency fund.

For any cost reduction changes in the plans and specifications that the Owner makes pursuant to an unsolicited proposal submitted by Contractor, the Contractor shall receive additional payment of 50 percent of the net savings in construction costs as determined by the public entity, pursuant to Public Contract Code section 7101.

ARTICLE V. CHANGES

Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

ARTICLE VI. TERMINATION

The Owner or Contractor may terminate the Contract as provided in the General Conditions.

ARTICLE VII. PREVAILING WAGES

The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to

execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. A contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

ARTICLE VIII. WORKING HOURS

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX APPRENTICES

The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. DSA OVERSIGHT PROCESS

The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

ARTICLE XI. INDEMNIFICATION AND INSURANCE

The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be **\$1,000,000.00** per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be **\$1,000,000.00** per accident for bodily injury and property damage combined single limit.

ARTICLE XII. ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XIV. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XV. BINDING EFFECT

Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Santa Cruz, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE XVII. AMENDMENTS

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, which includes change orders signed by the parties and approved or ratified by the Governing Board.

ARTICLE XVIII. ASSIGNMENT OF CONTRACT

The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

ARTICLE XIX. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

CRW Industries

Santa Cruz City Schools

CRW ind Inc

Contractor

Signature

Bruce C. Brown CMO/pres

Signed By (Contractor)

Name

802484

California Contractor's License Number

Title

04/30/2021

License Expiration Date

NOTE

Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

SANTA CRUZ CITY SCHOOLS DISTRICT

AGENDA ITEM: Annual Resolution #22-20-21 Determination of K-12 District Needs for 2021-2022

MEETING DATE: February 10, 2021

FROM: Molly Parks, Assistant Superintendent, Human Resources

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve Resolution #22-20-21 Determination of K-12 District Needs for 2021-2022 school year.

BACKGROUND:

Pursuant to Education Code Section 44955(d), the Board of Education determines the District needs to retain services of certificated employees in the 2021-2022 school year, regardless of seniority, who possess qualifications needed for certain programs.

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.

SANTA CRUZ CITY SCHOOLS DISTRICT

RESOLUTION # 22-20-21

DETERMINATION OF K-12 DISTRICT NEEDS FOR 2021-2022

WHEREAS, California Education Code Section 44955(d) requests the Governing Board to demonstrate the District needs in order to deviate from terminating certificated employees in order of seniority.

THEREFORE, BE IT RESOLVED that it will be necessary to retain the services of certificated employees in the 2021-2022 school year, regardless of seniority, who possess qualifications needed for the following programs and/or subject matters:

1. Teachers with experience in the District's Dual Language Two-Way Language Immersion Program (Dos Alas).
2. English Teachers who hold a bilingual (Spanish) authorization (BCLAD or BLCOC).
3. Special Credentials/Certifications/Certificates:
 - Bilingual (BCLAD) or equivalent (BLCOC)
 - Preliminary or Clear Credentialed certificated staff over those providing service under a provisional or intern credential
3. Demonstration of bilingual competency for School Counselors, School Nurses, School Psychologists, School Social Workers and Speech Therapists.

BE IT FURTHER RESOLVED that the District will deviate from terminating certificated employees in seniority order, if necessary, to meet the above needs.

PASSED AND ADOPTED at a regular meeting of the Santa Cruz City Schools Governing Board held on February 10, 2021.

AYES: _____ NOES: _____ ABSTENTIONS: _____ ABSENT: _____

Claudia Vestal, President
Santa Cruz City Schools Governing Board

SANTA CRUZ CITY SCHOOLS DISTRICT

AGENDA ITEM: Annual Resolution #23-20-21 Tie Breaking Criteria

MEETING DATE: February 10, 2021

FROM: Molly Parks, Assistant Superintendent, Human Resources

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the annual Resolution #23-20-21 Tie Breaking Criteria for Seniority Order for Certificated Employees with the Same First Date of Paid Service.

BACKGROUND:

Pursuant to Education Code Section 44955(d), the Board of Education is required to determine the District needs should it become necessary to establish the seniority of employees who first rendered paid service to the District on the same date. The criteria identified in this resolution will be used to break ties for the employees with the same first date of paid service.

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.

SANTA CRUZ CITY SCHOOLS DISTRICT

RESOLUTION # 23-20-21

**TIE BREAKING CRITERIA FOR SENIORITY ORDER FOR CERTIFICATED EMPLOYEES
WITH THE SAME FIRST DATE OF PAID SERVICE**

WHEREAS, California Education Code Section 44955 (b) requires that the Governing Board determine the order of layoff between certificated employees having the same first date of paid service solely on the basis of the needs of the District and its students,

NOW THEREFORE, BE IT RESOLVED:

1. That the below-listed criteria, in order of priority, be used to determine the order of termination of certificated employees first rendering paid service to the District on the same date; and
2. That the Superintendent or designee applies the adopted criteria to affected employees to determine order of termination as related to the needs of the District and its students.

CRITERION #1: Bilingual Cross-cultural Language and Academic Development (BCLAD) or equivalent or demonstration of bilingual competency for School Counselors, School Nurses, School Psychologists, School Social Workers and Speech Therapists.

CRITERION #2: Preliminary or clear credentials over intern or provisional credentials.

CRITERION #3: Holds multiple preliminary and/or clear credential authorizations including supplemental authorizations.

CRITERION #4: Additional years of service, years of temporary service in the District prior to seniority date. For Career Technical Education (CTE) Teachers, years of temporary service with the Santa Cruz County Office of Education prior to district seniority date.

CRITERION #5: Holds a Masters and/or Doctorate degree.

CRITERION #6: Number of post-baccalaureate semester units recorded in employee's personnel file.

If a tie remains after applying the above criteria, the tie shall be broken by lot.

PASSED AND ADOPTED at a regular meeting of the Santa Cruz City Schools Governing Board held on February 10, 2021.

AYES: _____ NOES: _____ ABSTENTIONS: _____ ABSENT: _____

Claudia Vestal, President
Santa Cruz City Schools Governing Board

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Resolution 20-20-21: Proclaiming February as Black History Month

MEETING DATE: February 10, 2020

FROM: Kris Munro, Superintendent

RECOMMENDATION:

Take action as appropriate on the resolution of Santa Cruz City Schools to proclaim February as Black History Month.

BACKGROUND:

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 African Americans to the history of the United States, by promoting social justice, enhancing health and well-being, and building a sense of community for African Americans.

FISCAL IMPACT:

None

This work is in direct support of the following district goals and its corresponding metrics:

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

Goal #3: We will eliminate the achievement gap the currently exists between demographic groups within the SCCS student community.

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

SANTA CRUZ CITY SCHOOLS
RESOLUTION # 20-20-21
Proclaiming February as Black History Month

WHEREAS, the origin of Black History Month began in 1915, half a century after the Thirteenth Amendment abolished slavery in the United States; and

WHEREAS, with the Civil Rights Movement and a growing awareness of black identity, Black History Month or National African American History Month evolved to an annual celebration of achievements by black Americans and a time for recognizing the central role of African Americans in U.S. history; and

WHEREAS, the contributions of African Americans from all walks of life and their endeavors to learn and thrive throughout history and make unforgettable marks in our Nation as artists, scientists, educators, business people, influential thinkers, members of the faith community, athletes, and political and governmental leaders, reflects the greatness of the United States; and

WHEREAS, Santa Cruz City Schools again affirms its commitment to appreciating, celebrating and valuing its African American students, and recognizes the importance of acknowledging the history, culture and struggles of our African American community; and

WHEREAS, Santa Cruz City Schools recognizes and celebrates the history and contributions of African American citizens who have been consistently overlooked and undervalued in the curriculum of public education institutions; and

WHEREAS, the struggle against racism continues here in Santa Cruz as well as the rest of the world, Santa Cruz City Schools has demonstrated a commitment to promoting education and community conversation on racial injustice, and

WHEREAS, remaining hopeful and confident about the path ahead, and a time to acknowledge the courageous fight for the rights, liberties, and freedoms for all Americans, the Santa Cruz City Schools Board of Education observes and honors Black History Month and encourages educators, students, and families to learn about the heritage and achievements of African-Americans through appropriate programs and activities:

NOW, THEREFORE, BE IT RESOLVED that Santa Cruz City Schools Board of Education does hereby adopt this resolution to honor Black History Month and recognize the tremendous contributions made by African-Americans.

PASSED AND ADOPTED by the Santa Cruz City Schools Board of Education at a meeting held on February 10, 2021, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Approved on this date, February 10, 2021

Board President, Santa Cruz City Schools
Schools

Superintendent, Santa Cruz City

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Board Policies: Second and/or Final Reading for CSBA Revisions & Updates and Revision of Board Bylaw 9220

MEETING DATE: February 10, 2021

FROM: Kris Munro, Superintendent

RECOMMENDATION:

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

BACKGROUND:

Policies are submitted through the GAMUT online board policy book updating process, which uses CSBA recommendations for review and change approximately six times per year in participating districts. These recommendations reflect recent changes in education code and/or case law. The policies have been reviewed by staff to ensure that any required customization for Santa Cruz City Schools has been included. The Policy Guidesheet provides a basic overview of the policy changes.

In addition to the regular board policy updates, staff has included a proposed revision to BB 9220 Governing Board Elections. This policy has been updated to reflect the District's change from at-large elections to trustee area elections.

This work is in direct support of the following district goals and its corresponding metrics:

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

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

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

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

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

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

CSBA POLICY GUIDE SHEET

October 2020

Board Policy 3280 - Sale or Lease of District-Owned Real Property

Policy updated to reflect **NEW LAW (SB 820, 2020)** which adds, until July 1, 2024, an exception to the requirement that boards appoint an advisory committee for the sale or lease of district-owned property if the property has not operated as an early childhood education facility or for elementary or secondary instruction, and **NEW LAW (SB 98, 2020)** which authorizes, until July 1, 2024, the proceeds from the sale or lease of property purchased entirely with local funds to be used for any one-time general fund purpose if certain conditions are met. Policy also adds material regarding the authorization for boards to meet in closed session with real property negotiators, the requirement to notify the Office of Public School Construction within 90 days if the district sells property that utilized funds received from a state school facilities program within the previous 10 years and the proceeds were not used for specified purposes, and conditions under which the State Allocation Board may require a return of the funds.

Board Policy 3530 - Risk Management/Insurance

Policy updated to address the basis upon which insurance decisions should be made and the provision of safety-related training and protective equipment for staff. Policy also updated to delete material regarding the removal of an insurance agent as being implicit in a governing board's authority and explicit in insurance contracts. Timeline for reporting to the board on risk management activities revised from twice a year to periodically to give boards flexibility based on district need.

Board Policy 4119.11/4219.11/4319.11 - Sexual Harassment

Policy updated to clarify that, in some instances, it may be necessary to concurrently review a sexual harassment complaint under both the Title IX sexual harassment complaint procedures and the district's procedure reflecting state law, as described in AR 4030 - Nondiscrimination in Employment, in order to meet the applicable timelines. Policy also adds the requirement to provide supportive measures to the respondent as well as the complainant.

Board Policy 4157/4257/4357 - Employee Safety

Policy updated to reflect **NEW STATE REGULATION (Register 2020, No. 10)** which requires districts to provide employees with access to the district's injury and illness prevention program, and to add the prohibition against discharging or discriminating against an employee for exercising any right protected by the Occupational Safety and Health Act.

Board Policy 5113.1 - Chronic Absence and Truancy

Policy updated to designate the attendance supervisor as the person responsible for performing various assignments related to absence and truancy; reflect a tiered approach for reducing chronic absence which includes universal strategies and letters to parents/guardians; expand material regarding early intervention; add the provision of training and information to staff for the implementation of a trauma-informed approach to chronic absence; reflect chronic absence as a measure of district and school performance on the California School Dashboard; and add grade level to the list of specific data to be provided to the board regarding attendance, absence, and truancy.

Board Policy 5145.7 - Sexual Harassment

Policy updated to clarify that, in some instances, it may be necessary to concurrently review a sexual harassment complaint under both the Title IX sexual harassment complaint procedures and the district's uniform complaint procedures (UCP) in order to meet the applicable timelines. Policy also adds the requirement to provide supportive measures to the respondent as well as the complainant.

Board Policy 6161.1 - Selection and Evaluation of Instructional Materials

Policy updated to reflect **NEW LAW (SB 820, 2020)** which revises the definition of "technology-based materials" to include the electronic equipment required to make use of those materials, making such equipment subject to the determination of sufficiency. Policy also deletes unnecessary legal citations related to the State Board of Education's (SBE) adoption of academic standards, deletes section on "Review Process"

which was moved to the AR, deletes option in regard to public hearings on the sufficiency of textbooks and other instructional materials for schools that operate on a multitrack year-round calendar since such schools can use the same language as those that operate on a traditional calendar, and adds references to sample board policy and regulations for complaints concerning instructional materials.

CSBA Sample

Board Policy

Business and Noninstructional Operations

BP 3280

SALE OR LEASE OF DISTRICT-OWNED REAL PROPERTY

The Governing Board believes that district facilities and resources should be utilized in an economical and practical manner. The Superintendent or designee shall periodically study the current and projected use of all district facilities to ensure the efficient utilization of space for the effective delivery of instruction.

(cf. 1330 - Use of School Facilities)

(cf. 7110 - Facilities Master Plan)

(cf. 7111 - Evaluating Existing Buildings)

(cf. 7160 - Charter School Facilities)

Prior to the sale or lease of any surplus real property, the Board shall appoint a district advisory committee to advise the Board regarding the use or disposition of schools or school building space which is not needed for school purposes. The Board may elect not to appoint a district advisory committee **for any of the following:** (Education Code **17388**, 17391)

1. A rental of property for a period of time not exceeding 30 days
2. A lease or rental of surplus property to a private educational institution for the purpose of offering summer school
3. A sale, lease, or rental of surplus property to be used for teacher or other employee housing
4. **Until July 1, 2024, a sale or lease of surplus property that has not previously operated, or was not constructed to be operated, as an early childhood education facility or a school for elementary or secondary instruction**

(cf. 1220 - Citizen Advisory Committees)

In addition, to ensure that the proposed disposition of the property conforms with any general plan adopted by the local planning agency that affects or includes the area where the surplus property is located, the Board shall submit a report to the local planning agency describing the location of the surplus property and the purpose and extent of the proposed sale or lease. (Government Code 65402)

The Board shall determine whether the sale or lease of the surplus property is subject to review under the California Environmental Quality Act. (Public Resources Code 21000-21177; 14 CCR 15061-15062)

The Board may meet in closed session with its real property negotiator prior to the sale or lease of real property by the district in order to grant its negotiator authority regarding the minimum price or rent and terms of the sale or lease. (Government Code 54956.8)

(cf. 9321 - Closed Session)

When selling or leasing district real property, the Board shall comply with applicable procedures and give priority to specified public agencies as required by law. (Education Code 17230, 17464, 17485-17499; Government Code 54222)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

Resolution of Intention to Sell or Lease

Before ordering the sale or lease of any real property, the Board shall adopt a resolution by a two-thirds vote of all of its members at a regularly scheduled open meeting. The resolution shall describe the property proposed to be sold or leased in such a manner as to identify it, specify the minimum price or rent, describe the terms upon which it will be sold or leased, and specify the commission or rate, if any, which the Board will pay to a licensed real estate broker out of the minimum price or rent. The resolution shall fix a time, not less than three weeks thereafter, for a public meeting, held at the Board's regular meeting place, at which sealed proposals to purchase or lease will be received and considered. (Education Code 17466)

(cf. 9320 - Meetings and Notices)

(cf. 9323.2 - Actions by the Board)

The Superintendent or designee shall provide notice of the adoption of the resolution and of the time and place of the meeting that will be held to consider bids by posting copies of the resolution, signed by the Board, in three public places not less than 15 days before the date of the meeting. In addition, the notice shall be published at least once a week for three successive weeks before the meeting, in a newspaper of general circulation published in the county in which the district is located, if such a newspaper exists. (Education Code 17469)

At least 60 days prior to the public meeting, the Superintendent or designee shall take reasonable steps to provide written notification **of the public meeting, by certified mail**, to the former owners **from whom the district acquired the property**. (Education Code 17470)

Acceptance/Rejection of Bids

At the public meeting specified in the resolution of intention to sell or lease property, the Board shall open, examine, and declare all sealed bids. Before accepting a written proposal, the Board shall call for oral bids in accordance with law. (Education Code 17472, 17473)

The Board may reject any and all bids, either written or oral, and withdraw the properties from sale when the Board determines that rejection is in the best public interest. If no proposals are submitted or the submitted proposals do not conform to all the terms and conditions specified in the resolution of intention to lease, the Board may lease the property in accordance with Education Code 17477. (Education Code 17476, 17477)

Of the proposals submitted by responsible bidders which conform to all terms and conditions specified in the resolution of intention to sell or lease, the Board shall finally accept the highest bid after deducting the commission, if any, to be paid to a licensed real estate broker, unless the Board accepts a higher oral bid or rejects all bids. (Education Code 17472)

The final acceptance of the bid may be made either at the same meeting specified in the resolution or at any adjourned/continued meeting held within 10 days. Upon acceptance of the bid, the Board may adopt a resolution of acceptance that directs the Board president, or any other Board member, to execute the deed or lease and to deliver the document upon performance and compliance by the successful bidder of all of the terms and conditions of the contract. (Education Code 17475-17478)

(cf. 1431 - Waivers)

Use of Proceeds

The Superintendent or designee shall ensure that the proceeds from the sale or lease with an option to purchase of surplus district property are used for one-time expenditures and not for ongoing expenditures such as salaries and general operating expenses. (Education Code 17462; **2 CCR 1700**)

Proceeds from a sale of surplus district property shall **generally** be used for capital outlay or maintenance costs that the Board determines will not recur within a five-year period. Proceeds from a lease of district property with an option to purchase may be deposited into a restricted fund for the routine repair of district facilities, as defined by the SAB, for up to a five-year period. (Education Code 17462)

However, if the Board and SAB determine that the district has no anticipated need for additional sites or building construction for the next 10 years and no major deferred maintenance requirements, the proceeds from the sale or lease with an option to purchase may be deposited in a special reserve fund for the future maintenance and renovation of school sites or in the district's general fund. (Education Code 17462)

(cf. 3100 - Budget)

(cf. 3460 - Financial Reports and Accountability)

In addition, until July 1, 2024, if district surplus property was purchased entirely with local funds, the proceeds from the sale or lease of the property, together with any personal property located on the property, may be deposited into the general fund of the district and may be used for any one-time general fund purpose. Before exercising this authority, the Board shall: (Education Code 17463.7)

1. **Submit to SAB documents certifying that the sale of real property does not violate the provisions of a local bond act and the real property is not suitable to meet projected school construction needs for the next 10 years**
2. **At a public meeting, adopt a plan for expending one-time resources from the sale or lease of the property which identifies the source and intended use of the surplus property proceeds and describes the reasons that the expenditure will not result in ongoing fiscal obligations for the district**

Whenever the district sells real property that was purchased, improved, or modernized with funds that were received from a state school facilities funding program within the previous 10 years, the district shall notify OPSC within 90 calendar days of the sale of the property if the proceeds from the sale are not used for capital outlay and the property is not sold to a charter school, another school district, a county office of education, or an agency that will use the property exclusively for the delivery of child care and development services. If SAB subsequently makes a finding that the sale is subject to Education Code 17462.3, the district shall return the funds to the SAB within 90 calendar days of the finding. (2 CCR 1702)

Legal Reference:

EDUCATION CODE

17219-17224 Acquisition of property not utilized as school site; nonuse payments; exemptions

17230-17234 Surplus property

17385 Conveyances to and from school districts

17387-17391 Advisory committees for use of excess school facilities

17400-17429 Leasing property

17430-17447 Leasing facilities

17453 Lease of surplus district property

17455-17484 Sale or lease of real property, especially:

17462.3 State Allocation Board program to reclaim funds

17485-17500 Surplus school playground (Naylor Act)

17515-17526 Joint occupancy

17527-17535 Joint use of district facilities

33050 Request for waiver

38130-38139 Civic Center Act

GOVERNMENT CODE

50001-50002 Definitions

54220-54232 Surplus land, especially:

54222 Offer to sell or lease property

54950-54963 Brown Act, especially:

54952 Legislative body, definition

PUBLIC RESOURCES CODE

21000-21177 California Environmental Quality Act

CODE OF REGULATIONS, TITLE 2

1700-1702 Surplus property; use of proceeds

COURT DECISIONS

San Lorenzo Valley Community Advocates for Responsible Education v. San Lorenzo Valley Unified School District, (2006) 139 Cal.App.4th 1356

ATTORNEY GENERAL OPINIONS

94 Ops. Cal. Atty. Gen. 82 (2011)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Closing a School Best Practices Guide

OFFICE OF PUBLIC SCHOOL CONSTRUCTION PUBLICATIONS

Unused Site Program Handbook, December 2015

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, School Facilities Planning Division: <http://www.cde.ca.gov/ls/fa>

Coalition for Adequate School Housing: <http://www.cashnet.org>

Office of Public School Construction: <http://www.dgs.ca.gov/opsc>

CSBA Sample Board Policy

Business and Noninstructional Operations

BP 3530

RISK MANAGEMENT/INSURANCE

The Governing Board **desires to** promote the safety of students, staff, and the public **while protecting district resources**. The Superintendent or designee shall establish a risk management program that uses effective safety and loss control practices.

The district shall strive to keep its liability at a minimum and its insurance premiums as low as possible while maintaining adequate protection **against loss which may occur due to hazards facing the district**.

To determine the most economical means of insuring the district consistent with required services, the Superintendent or designee shall annually review the district's options for obtaining coverage, including qualified insurance agents, a joint powers agency, self-insurance, or a combination of these means. **Decisions regarding the means of insuring the district shall be based on a careful analysis of past claims records indicating the frequency and magnitude of losses and a prediction of future losses.**

To minimize the district's exposure to liability, the Board shall adopt clear policies related to discrimination, harassment, safety procedures, and the timely handling of claims. The Superintendent or designee shall **enforce** these policies and related procedures fairly and consistently. **The Superintendent or designee shall provide safety-related training and protective equipment to staff as appropriate for their position.**

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3320 - Claims and Actions Against the District)

(cf. 4030 - Nondiscrimination in Employment)

(cf. 4119.11/4219.11/4319.11- Sexual Harassment)

(cf. 4157/4257/4357 - Employee Safety)

(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)

(cf. 5142 - Safety)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 9260 - Legal Protection)

The Superintendent or designee shall **periodically** report to the Board on the district's risk management activities, **including, but not limited to, the district's property and liability risks and exposures and the effectiveness of the district's risk management and loss control practices.**

Legal Reference:

EDUCATION CODE

17029.5 *Contract funding; board liability*

17565-17592 *Board duties re property maintenance and control*

32350 *Liability on equipment loaned to district*

35162 *Power to sue, be sued, hold and convey property*

35200-35214 *Liabilities, especially:*

35208 *Liability insurance*

35211 *Driver training civil liability insurance*

35213 *Reimbursement for loss, destruction, or damage of personal property*

35214 *Liability self-insurance*

35331 *Medical or hospital service for students on field trip*

39837 *Transportation of **students** to places of summer employment*

41021 *Requirement for employees' indemnity bonds*

44873 *Qualifications for physician (liability coverage)*

49470-49474 *District medical services and insurance*

GOVERNMENT CODE

820.9 *Board members not vicariously liable for injuries caused by district*

831.7 Hazardous recreational activities

989-991.2 *Local public entity insurance*

LABOR CODE

3200-4855 *Workers' compensation*

Management Resources:

WEB SITES

California Association of Joint Powers Authorities: <https://www.cajpa.org>

California Association of School Business Officials: <https://www.casbo.org>

*California Department of Industrial Relations, Division of Occupational Safety and Health:
<https://www.dir.ca.gov/dosh>*

Public Agency Risk Management Association: <https://www.parma.com>

CSBA Sample Board Policy

All Personnel

BP 4119.11

4219.11

SEXUAL HARASSMENT

4319.11

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the district.

The Governing Board is committed to providing a safe work environment that is free of harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies, or otherwise participates in the complaint process established for the purpose of this policy.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 4030 - Nondiscrimination in Employment)

Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the district's sexual harassment policy to employees and others to whom the policy may apply
3. Ensuring prompt, thorough, fair, and equitable investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

The Superintendent or designee shall periodically evaluate the effectiveness of the district's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the district's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

Sexual Harassment Reports and Complaints

District employees who feel that they have been sexually harassed in the performance of their district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the district's Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint **or allegation** is addressed through AR 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaint Procedures or AR 4030 - Nondiscrimination in Employment, as applicable. **Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 4119.12/4219.12/4319.12 concurrently meets the requirements of AR 4030.**

(cf. 4119.12/4219.12/4319.12 - Title IX Sexual Harassment Complaints)

The Title IX Coordinator shall offer supportive measures to the complainant **and respondent, as deemed appropriate under the circumstances.**

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Reports)

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

GOVERNMENT CODE

12900-12996 Fair Employment and Housing Act, especially:

12940 Prohibited discrimination

12950 Sexual harassment; distribution of information

12950.1 Sexual harassment training

LABOR CODE

1101 Political activities of employees

1102.1 Discrimination: sexual orientation

CODE OF REGULATIONS, TITLE 2

11009 Employment discrimination

11021 Retaliation

11023 Harassment and discrimination prevention and correction

11024 Sexual harassment training and education
11034 Terms, conditions, and privileges of employment
CODE OF REGULATIONS, TITLE 5
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1681-1688 Title IX of the Education Amendments of 1972
UNITED STATES CODE, TITLE 42
2000e-2000e-17 Title VII, Civil Rights Act of 1964, as amended
CODE OF FEDERAL REGULATIONS, TITLE 34
106.1-106.9 Nondiscrimination on the basis of sex in education programs or activities
106.51-106.82 Nondiscrimination on the basis of sex in employment in education programs or activities
COURT DECISIONS
Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026
Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275
Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257
Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989
Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998
Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57

CSBA Sample Board Policy

All Personnel

BP 4157

4257

EMPLOYEE SAFETY

4357

The Governing Board is committed to maximizing employee safety and believes that workplace safety is **the responsibility of every employee**. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

(cf. 0450 - Comprehensive Safety Plan)

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.

All employees **are expected** to use safe work practices and, to the extent possible, correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, **the employee** shall immediately report the problem to the Superintendent or designee.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The Superintendent or designee shall establish and implement a written injury and illness prevention program, **and provide employees with access to such program**, in accordance with law. (Labor Code 6401.7; **8 CCR 3203**)

(cf. 3514 - Environmental Safety)

(cf. 3514.1 - Hazardous Substances)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)

(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)

(cf. 4119.43/4219.43/4319.43 - Universal Precautions)

(cf. 4157.2/4257.2/4357.2 - Ergonomics)

(cf. 4158/4258/4358 - Employee Security)

The Superintendent or designee shall **make** first aid materials **readily available** at district workplaces and shall make effective provisions **to prepare** for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for **exercising any right regarding employee safety or health specified in Labor Code 6310, including:**

1. **Making a report or complaint**
2. **Instituting proceedings or causing proceedings to be instituted**
3. **Testifying with regard to employee safety or health**
4. **Participating in any occupational health and safety committee established pursuant to Labor Code 6401.7**
5. **Requesting access to injury or illness reports and records**
6. **Exercising any other right protected by the Occupational Safety and Health Act**

Legal Reference:

EDUCATION CODE

32030-32034 Eye safety

32225-32226 Communications devices in classrooms

32280-32289.5 School safety plans

44984 Required rules for industrial accident and illness leave of absence

GOVERNMENT CODE

3543.2 Scope of bargaining

LABOR CODE

132a Workers' compensation; nondiscrimination

3300 Definitions of employer

6305 Occupational safety and health standards; special order

6310 Retaliation for filing complaint prohibited

6400-6413.5 Responsibilities and duties of employers and employees, especially:

6401.7 Injury and illness prevention program

CODE OF REGULATIONS, TITLE 8

3203 Injury and illness prevention program

3204 Access to employee exposure and medical records

3400 Medical services and first aid

5095-5100 Control of noise exposure

5193 Bloodborne pathogens

14000-14316 Occupational injury or illness reports and records

CODE OF REGULATIONS, TITLE 17

2508 Reporting of communicable diseases

CODE OF FEDERAL REGULATIONS, TITLE 29

651-678 Occupational safety and health

1910.95 Occupational noise exposure

1910.1030 Bloodborne pathogens

Management Resources:

DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2011

WEB SITES

California Department of Industrial Relations, Occupational Safety and Health:

http://www.dir.ca.gov/occupational_safety.html

Centers for Disease Control and Prevention: <http://www.cdc.gov>

National Hearing Conservation Association: <http://www.hearingconservation.org>

National Institute for Occupational Safety and Health: <http://www.cdc.gov/niosh>

U.S. Department of Labor, Occupational Safety and Health Administration: <http://www.osha.gov>

CSBA Sample

Board Policy

Students

BP 5113.1

CHRONIC ABSENCE AND TRUANCY

The Governing Board believes that absenteeism, whatever the cause, may be an early warning sign of poor academic achievement and may put students at risk of dropping out of school. The Board desires to ensure that all students attend school in accordance with the state's compulsory education law and take full advantage of educational opportunities provided by the district.

(cf. 5113 - Absences and Excuses)

(cf. 5113.11 - Attendance Supervision)

The Superintendent or designee shall establish a system to accurately track student attendance in order to identify individual students who are chronic absentees and truants, as defined in law and administrative regulation, and to identify patterns of absence throughout the district.

The Superintendent, **attendance supervisor**, or designee shall consult with students, parents/guardians, school staff, and community agencies, as appropriate, to identify factors contributing to chronic absence and truancy.

The Superintendent, **attendance supervisor**, or designee shall develop a **tiered approach to reducing chronic absence. Such an approach shall include strategies for preventing attendance problems**, which may include, but are not limited to, efforts to provide a safe and positive school environment, relevant and engaging learning experiences, school activities that help develop students' feelings of connectedness with the school, school-based health services, **letters alerting parents/guardians to the value of regular school attendance**, and incentives and rewards to recognize students who achieve excellent attendance or demonstrate significant improvement in attendance.

The tiered approach shall also provide for early outreach to students as soon as they show signs of poor attendance or if they were chronically absent in the prior school year. Early intervention may include personalized outreach, individual attendance plans, and/or mentoring to students with moderate levels of chronic absence, with additional intensive, interagency wrap-around services for students with the highest level of absence.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5126 - Awards for Achievement)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5141.6 - School Health Services)
(cf. 5145.3 - Nondiscrimination/Harassment)

Students with serious attendance problems shall be **provided with interventions specific to their needs, which** may include, but are not limited to, health care referrals, transportation assistance, counseling for mental or emotional difficulties, academic supports, efforts to address school or community safety concerns, discussions with the student and parent/guardian about their attitudes regarding schooling, or other strategies to remove identified barriers to school attendance. The Superintendent, **attendance supervisor**, or designee may collaborate with child welfare services, law enforcement, courts, public health care agencies, other government agencies, and/or medical, mental health, and oral health care providers to make alternative educational programs and support services available for students and families.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 5030 - Student Wellness)
(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 5147 - Dropout Prevention)
(cf. 6158 - Independent Study)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6164.5 - Student Success Teams)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6175 - Migrant Education Program)
(cf. 6179 - Supplemental Instruction)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6183 - Home and Hospital Instruction)
(cf. 6184 - Continuation Education)
(cf. 6185 - Community Day School)

The Superintendent or designee shall ensure that staff assigned to fulfill attendance-related duties are trained in implementing a trauma-informed approach to chronic absence and receive information about the high correlation between chronic absence and exposure to adverse childhood experiences.

(cf. 4131 - Staff Development)

Students who are identified as **chronically absent or** truant shall be subject to the interventions specified in law and administrative regulation.

(cf. 5113.12 - District School Attendance Review Board)

A student's truancy, tardiness, or other absence from school shall not be the basis for suspension or expulsion. Alternative strategies and positive reinforcement for attendance shall be used whenever possible.

(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

The Superintendent, **attendance supervisor**, or designee shall periodically report to the Board regarding **student attendance patterns in the district, including rates of chronic absence and truancy districtwide and for each school, grade level, and numerically significant student subgroup as defined in Education Code 52052**. Such information shall be used to evaluate the effectiveness of strategies implemented to reduce chronic absence and truancy and to develop annual goals and specific actions for student attendance and engagement to be included in the district's local control and accountability plan and other applicable school and district plans. As appropriate, the Superintendent or designee shall engage school staff in program evaluation and improvement and in the determination of how to best allocate available community resources.

(cf. 0500 - Accountability)
(cf. 0400 - Comprehensive Plans)
(cf. 0420 - School Plans/Site Councils)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)

Legal Reference:

EDUCATION CODE

1740-1742 Employment of personnel to supervise attendance (county superintendent)

37223 Weekend classes

46000 Records (attendance)

46010-46014 Absences

46110-46119 Attendance in kindergarten and elementary schools

46140-46147 Attendance in junior high and high schools

48200-48208 Children ages 6-18 (compulsory full-time attendance)

48225.5 Work permits, entertainment and allied industries

48240-48246 Supervisors of attendance

48260-48273 Truants

48290-48297 Failure to comply; complaints against parents

48320-48325 School attendance review boards

48340-48341 Improvement of student attendance

48400-48403 Compulsory continuation education

48900 Suspension and expulsion

49067 Unexcused absences as cause of failing grade

52052 Accountability; numerically significant student subgroups

60901 Chronic absence

GOVERNMENT CODE

54950-54963 The Ralph M. Brown Act

PENAL CODE

270.1 Chronic truancy; parent/guardian misdemeanor

272 Parent/guardian duty to supervise and control minor child; criminal liability for truancy

830.1 Peace officers

VEHICLE CODE

13202.7 Driving privileges; minors; suspension or delay for habitual truancy

WELFARE AND INSTITUTIONS CODE

256-258 Juvenile hearing officer

601-601.4 Habitually truant minors

11253.5 Compulsory school attendance

CODE OF REGULATIONS, TITLE 5

306 Explanation of absence

420-421 Record of verification of absence due to illness and other causes

COURT DECISIONS

L.A. v. Superior Court of San Diego County, (2012) 209 Cal.App.4th 976

Management Resources:

ATTENDANCE WORKS PUBLICATIONS

District Attendance Tracking Tool

For School Board Members: Frequently Asked Questions About Chronic Absence

School Attendance Tracking Tool

Bringing Attendance Home: Engaging Parents in Preventing Chronic Absence, 2015

The Power of Positive Connections: Reducing Chronic Absence Through PEOPLE: Priority Early Outreach for Positive Linkages and Engagement, 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

School Attendance Review Board: A Road Map for Improved School Attendance and Behavior, rev. 2018

WEB SITES

CSBA: <http://www.csba.org>

Attendance Works: <http://www.attendanceworks.org>

California Association of Supervisors of Child Welfare and Attendance: <http://www.cascwa.org>

California Department of Education: <http://www.cde.ca.gov>

California Healthy Kids Survey: <http://chks.wested.org>

California School Climate, Health, and Learning Survey System: <http://www.cal-schls.wested.org>

CSBA Sample

Board Policy

Students

BP 5145.7

SEXUAL HARASSMENT

The Governing Board is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5137 - Positive School Climate)

(cf. 5145.3 - Nondiscrimination/Harassment)

The district strongly encourages students who feel that they are being or have been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult, or who have experienced off-campus sexual harassment that has a continuing effect on campus, to immediately contact their teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the Title IX Coordinator.

Once notified, the Title IX Coordinator shall ensure the complaint **or allegation** is addressed through **AR 5145.71 - Title IX Sexual Harassment Complaint Procedures or BP/AR 1312.3 - Uniform Complaint Procedures**, as applicable. **Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 5145.71 concurrently meets the requirements of BP/AR 1312.3.**

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

The Superintendent or designee shall inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks. All district staff shall be trained regarding the policy.

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment under any circumstance
3. Encouragement to report observed incidents of sexual harassment even when the alleged victim of the harassment has not complained
4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved
5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and action shall be taken to respond to harassment, prevent recurrence, and address any continuing effect on students
6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made
7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues
8. A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation

Disciplinary Actions

Upon completion of an investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

(cf. 4117.7/4317.7 - Employment Status Report)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Record-Keeping

In accordance with law **and district policies and regulations**, the Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex
48900 Grounds for suspension or expulsion
48900.2 Additional grounds for suspension or expulsion; sexual harassment
48904 Liability of parent/guardian for willful student misconduct
48980 Notice at beginning of term
48985 Notices, report, statements and records in primary language

CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships
1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1092 Definition of sexual assault
1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 34

12291 Definition of dating violence, domestic violence, and stalking

UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy
106.1-106.82 Nondiscrimination on the basis of sex in education programs

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736

Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Q&A on Campus Sexual Misconduct, September 2017

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS (continued)

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Sexual Harassment: It's Not Academic, September 2008

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

CSBA Sample

Board Policy

Instruction

BP 6161.1

SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

The Governing Board desires that district instructional materials, as a whole, present a broad spectrum of knowledge and viewpoints, reflect **and value** society's diversity, and enhance **instructors' ability to educate all students through** the use of multiple teaching strategies and technologies. The Board shall adopt instructional materials based on a determination that such materials are an effective learning resource to help students achieve grade-level competency and that the materials meet criteria specified in law. Textbooks, technology-based materials, and other educational materials shall be aligned with academic content standards and the district's curriculum to ensure that they effectively support the district's adopted courses of study.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 0415 - Equity)

(cf. 0440 - District Technology Plan)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 6000 - Concepts and Roles)

(cf. 6011 - Academic Standards)

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6143 - Courses of Study)

(cf. 6146.1 - High School Graduation Requirements)

(cf. 6161.11 - Supplementary Instructional Materials)

(cf. 6162.5 - Student Assessment)

(cf. 6163.1 - Library Media Centers)

The Board shall select instructional materials for use in grades K-8 that have been approved by the State Board of Education (SBE) or **that have, during the district's review process,** been determined to be aligned with the state academic content standards adopted **by SBE.** (Education Code 60200, 60210)

The Board shall adopt instructional materials for grades 9-12 upon determining that the materials meet the criteria specified in law and **the accompanying** administrative regulation. (Education Code 60400)

In selecting or adopting instructional materials, the Board shall consider the recommendation of the Superintendent or designee and/or an advisory committee established to review the materials.

Public Hearing on Sufficiency of Instructional Materials

The Board shall annually conduct one or more public hearings on the sufficiency of the district's instructional materials, **including textbooks, technology-based materials, other educational materials, and tests. Technology-based materials include, but are not limited to, software programs, video disks, compact disks, optical disks, video and audio tapes, lesson plans, databases, and the electronic equipment required to make use of those materials by students and teachers as a learning resource.** (Education Code 60010, 60119)

The hearing shall be held on or before the end of the eighth week from the first day students attend school for that year. (Education Code 60119)

The Board encourages participation by parents/guardians, teachers, **students**, interested community members, and bargaining unit leaders at the hearing. Ten days prior to the hearing, the Superintendent or designee shall post a notice in three public places within the district containing the time, place, and purpose of the hearing. The hearing shall not take place during or immediately following school hours. (Education Code 60119)

(cf. 9322 - Agenda/Meeting Materials)

At the hearing(s), the Board shall determine, through a resolution, whether each student in each school, including each English learner, has sufficient textbooks or **other** instructional materials **that are aligned to the content standards adopted by SBE and consistent with the content and cycles of the curriculum framework adopted by SBE** in each of the following subjects: (Education Code 60119)

1. Mathematics

(cf. 6142.92 - Mathematics Instruction)

2. Science

(cf. 6142.93 - Science Instruction)

3. History-social science

(cf. 6142.94 - History-Social Science Instruction)

4. English language arts, including the English language development component of an adopted program

*(cf. 6142.91 - **Reading**/Language Arts Instruction)*

(cf. 6174 - Education for English Learners)

5. World language

(cf. 6142.2 – World Language Instruction)

6. Health

(cf. 6142.8 - Comprehensive Health Education)

The Board shall also determine the availability of science laboratory equipment, as applicable to science laboratory courses offered in grades 9-12. (Education Code 60119)

In making these determinations, the Board shall consider whether each student has sufficient textbooks or **other** instructional materials to use in class and to take home. This does not require that each student have two sets of materials.

However, materials shall not be considered sufficient if they are photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage. (Education Code 60119)

If materials are in a digital format, they shall be considered sufficient as long as each student, at a minimum, has and can access the same materials in the class and to take home as all other students in the same class or course in the district, and has the ability to use and access them at home. (Education Code 60119)

If the Board determines that there are insufficient textbooks or **other** instructional materials, **the district** shall provide information to classroom teachers and to the public setting forth, for each school in which an insufficiency exists, the percentage of students who lack sufficient standards-aligned textbooks or instructional materials in each subject area and the reasons that each student does not have sufficient textbooks or instructional materials. The Board shall take any action to ensure that each student has sufficient materials within two months of the beginning of the school year in which the determination is made. (Education Code 60119)

The degree to which every student has sufficient access to standards-aligned instructional materials shall be included in the district's local control and accountability plan. (Education Code 52060)

(cf. 0460 - Local Control and Accountability Plan)

Complaints

Complaints concerning instructional materials shall be handled in accordance with **BP/AR 1312.2 - Complaints Concerning Instructional Materials or AR 1312.4 - Williams Uniform Complaint Procedures, as applicable.**

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference:

EDUCATION CODE

220 Prohibition against discrimination

1240 County superintendent, general duties

33050-33053 General waiver authority

33126 School accountability report card
35272 Education and athletic materials
44805 Enforcement of course of studies; use of textbooks, rules and regulations
49415 Maximum textbook weight
51501 Nondiscriminatory subject matter
52060-52077 Local control and accountability plan
60000-60005 Instructional materials, legislative intent
60010 Definitions
60040-60052 Instructional requirements and materials
60060-60063.5 Requirements for publishers and manufacturers
60070-60076 Prohibited acts (re instructional materials)
60110-60115 Instructional materials on alcohol and drug education
60119 Public hearing on sufficiency of materials
60200-60210 Elementary school materials
60226 Requirements for publishers and manufacturers
60350-60352 Core reading program instructional materials
60400-60411 High school textbooks
60510-60511 Donation for sale of obsolete instructional materials
60605 State content standards
60605.8 Common Core State Standards
60605.86-60605.88 Supplemental instructional materials aligned with Common Core State Standards
CODE OF REGULATIONS, TITLE 5
9505-9530 Instructional materials

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Instructional Materials FAQ

01-05 *Guidelines for Piloting Textbooks and Instructional Materials*, rev. January 2015

Standards for Evaluating Instructional Materials for Social Content, 2013

WEB SITES

CSBA: <http://www.csba.org>

Association of American Publishers: <http://www.publishers.org>

California Academic Content Standards Commission, Common Core State Standards:

<http://www.scoe.net/castandards>

California Department of Education: <http://www.cde.ca.gov>

Board Member Qualifications

Any person is eligible to be a member of the Governing Board, without further qualifications, if he/she is 18 years of age or older, a citizen of California, a resident of the school district, a registered voter, and not legally disqualified from holding civil office. Any person who has been convicted of a felony involving the giving, accepting, or offering of a bribe, embezzlement or theft of public funds, extortion, perjury, or conspiracy to commit any such crime, under California law or the law of another state, the United States of America, or another country, is not eligible to be a candidate for office or elected as a Board member except when he/she has been granted a pardon in accordance with law. (Education Code 35107; Elections Code 20)

A district employee elected to the Board shall resign his/her employment before being sworn in or shall have his/her employment automatically terminated upon being sworn into office. (Education Code 35107)

(cf. 9224 - Oath of Affirmation)

(cf. 9270 - Conflict of Interest)

The Board encourages all candidates to become knowledgeable about the role of board members. The Superintendent or designee shall provide all candidates with information that will enable them to understand the responsibilities and expectations of being a Board member, including information regarding available workshops, seminars, and/or training. The Superintendent or designee shall provide all candidates with the county election official's contact information and general information about school programs, district operations, and Board responsibilities.

(cf. 9230 - Orientation)

(cf. 9240 - Board Training)

Consolidation of Elections

To reduce costs associated with conducting elections, the Board may consolidate Board elections with the local municipal or statewide primary or general election in accordance with Elections Code 1302.

In addition, if a regularly scheduled Board election held other than on a statewide election date results in a decrease in local voter turnout of 25 percent or more compared to the average local turnout for the previous four statewide general elections, the Board shall take action to consolidate Board elections with statewide elections. The district shall move its election to the next state statewide election date, unless the Board has adopted a plan by January 1, 2018 to consolidate Board elections not later than the November 8, 2022 statewide general election. (Elections Code 14051, 14052)

In order to consolidate elections based on either circumstance described above, the Board shall adopt a resolution and submit it to the County Board of Supervisors for approval not later than 240 days prior to the date of the currently scheduled district election. (Elections Code 10404.5)

Whenever a regularly scheduled Board election is changed due to consolidation of elections, the terms of office of incumbent Board members shall be extended to align with the next applicable election. (Elections Code 10404.5)

(cf. 9110 - Terms of Office)

Elections Process and Procedures

The district is divided into trustee areas and each trustee area shall be represented by a Board member who resides in and is elected by voters residing within that trustee area. Trustee areas shall be balanced by population as required by state and federal law. Prior to March 1 following the year in which the results of each decennial federal census are released, the Board shall adjust the boundaries of the district's trustee areas, as contemplated in Education Code section 5019.5.

(cf. 9320 - Meetings and Notices)

Campaign Conduct

All candidates, including current Board members running as incumbents, shall abide by local, county, state, and federal requirements regarding campaign donations, funding, and expenditures.

A Board member shall not expend, and a candidate shall not accept, any public money for the purpose of seeking elective office. However, the district may establish a dedicated fund for those seeking election to the Board, provided that the funds are available to all candidates who are qualified pursuant to Education Code 35107 without regard to incumbency or political preference. (Government Code 85300)

In order to help protect the public's trust in the electoral process as well as the public's confidence in the Board and district, the Board encourages all candidates to sign and adhere to the principles in the Code of Fair Campaign Practices pursuant to Elections Code 20440.

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 9005 - Governance Standards)

Statement of Qualifications

On the 125th day prior to the day fixed for the general district election, the Board secretary or his/her designee shall deliver a notice, bearing the secretary's signature and district seal, to the county elections official describing both of the following: (Elections Code 10509)

1. The elective offices of the district to be filled at the general election and which offices, if any, are for the balance of an unexpired term
2. Whether the district or the candidate is to pay for the publication of a statement of qualifications pursuant to Elections Code 13307

(cf. 9223 - Filling Vacancies)

Candidates for the Board may submit a candidate statement to the elections official for

inclusion in the voter's pamphlet. Candidate statements shall be limited to no more than 200 words. (Elections Code 13307)

When the elections official allows for the electronic distribution of candidate statements, a candidate for the Board may, in addition to or instead of submitting a candidate statement for inclusion in the mailed voter's pamphlet, prepare and submit a candidate statement for electronic distribution.

The district shall assume no part of the cost of printing, handling, translating, mailing, or electronically distributing candidate statements filed pursuant to Elections Code 13307. As a condition of having candidate statements included in the hard copy and/or electronic voter's pamphlet, the district may require candidates to pay their estimated pro rata share of these costs to the district in advance pursuant to Elections Code 13307.

Tie Votes in Board Member Elections

Whenever a tie makes it impossible to determine which of two or more candidates has been elected to the Board, the Board shall immediately notify the candidates who received the tie votes of the time and place where the candidates or their representatives should appear before the Board. The Board at that time shall determine the winner by lot. (Education Code 5016)

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

State References

Description

CA Constitution Article 2, Section 2	Voters, qualifications
CA Constitution Article 7, Section 7	Conflicting offices
CA Constitution Article 7, Section 8	Disqualification from office
Ed. Code 1006	Qualifications for holding office, county board of education
Ed. Code 35107	School district employees
Ed. Code 35177	Campaign expenditures or contributions
Ed. Code 35239	Compensation of governing board member of districts with less than 70
Ed. Code 5000-5033	Election of school district board members
Ed. Code 5220-5231	Elections
Ed. Code 5300-5304	General provisions (conduct of elections)
Ed. Code 5320-5329	Order and call of elections
Ed. Code 5340-5345	Consolidation of elections
Ed. Code 5360-5363	Election notice

Ed. Code 5380	Compensation (of election officer)
Ed. Code 5390	Qualifications of voters
Ed. Code 5420-5426	Cost of elections
Ed. Code 5440-5442	Miscellaneous provisions
Ed. Code 7054	Use of district property, campaign purposes
Elec. Code 10010	District boundaries
Elec. Code 10400-10418	Consolidation of elections
Elec. Code 10509	Notice of election by secretary
Elec. Code 10600-10604	School district elections
Elec. Code 1302	Local elections, school district election
Elec. Code 13307	Candidate's statement
Elec. Code 13308	Candidate's statement contents
Elec. Code 13309	Candidate's statement, indigence
Elec. Code 14025-14032	California Voting Rights Act
Elec. Code 14050-14057	California Voter Participation Rights Act
Elec. Code 20	Public office eligibility
Elec. Code 20440	Code of Fair Campaign Practices
Elec. Code 2201	Grounds for cancellation
Elec. Code 4000-4008	Elections conducted wholly by mail
Gov. Code 1021	Conviction of crime
Gov. Code 1097	Illegal participation in public contract
Gov. Code 12940	Unlawful discriminatory employment practices
Gov. Code 81000-91014	Political Reform Act of 1974
Pen. Code 424	Embezzlement and falsification of accounts by public officers
Pen. Code 661	Removal for neglect or violation of official duty
Pen. Code 68	Bribes
Pen. Code 74	Acceptance of gratuity

Federal References

52 USC 10301-10508

Description

Voting Rights Act

Management Resources References

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

Attorney General Opinion

California School Boards Association

Description

83 Ops.Cal.Atty.Gen. 181 (2000)

85 Ops.Cal.Atty.Gen. 49 (2002)

81 Ops.Cal.Atty.Gen. 98 (1998)

69 Ops.Cal.Atty.Gen. 290 (1986)

Legal Alert on the Impact of Senate Bill No. 415 on

Publication School Board Elections

Court Decision

Court Decision

Court Decision

Website

Website

Website

Website

Court Decision Rey v. Madera Unified School District,
(2012) 203 Cal. App. 4th 1223

Randall v. Sorrell, (2006) 126 S.Ct. 2479

Sanchez v. City of Modesto, (2006) 145 Cal. App. 4th
660

Dusch v. Davis, (1967) 387 U.S. 112

Institute for Local Government

California Secretary of State's Office

Fair Political Practices Commission

CSBA

Cross References

0410

9005-B

9110-B

9223-B

9224-B

9230-B

9240-B

9270-B

9320-B

Description

Nondiscrimination In District Programs And Activities

Governance Standards

Terms Of Office

Filling Vacancies

Oath Or Affirmation

Orientation

Board Training

Conflict Of Interest

Meetings And Notices