

**SANTA CRUZ CITY SCHOOLS DISTRICT
 REGULAR MEETING FOR THE ELEMENTARY
 AND SECONDARY DISTRICTS
 WEDNESDAY, OCTOBER 11, 2023
 OPEN SESSION BEGINS AT 6:30 P.M.
 ZOOM REMOTE BOARD MEETING**

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

Meeting ID: 834 6589 8917
 Meeting Password: SCCS

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

*If a member of the community would like to make public comment on a closed session item, please join Zoom. Public comment will begin promptly at 5:00 p.m.
[Click on this link to make public comment on a closed session item.](#)*

AGENDA

Item	Purpose / Support
Agenda	
1. Convene Closed Session	5:00 p.m.
1.1 Roll Call	
1.2 AB 2449 Remote Attendance	
1.3 Public Comments prior to Closed Session	<i>Members of the public may comment on items that are listed on the Closed Session Agenda.</i>
2. Closed Session Items	
2.1 Certificated/Classified/Management Leaves, Retirements, Resignations & Appointments	<i>Information for possible action.</i>
2.2 Public Employee Discipline/Dismissal/Release/Complaint (Govt. Code Section 54957)	<i>Information for possible action.</i>
2.3 Conference with Labor Negotiators (Govt. Code Section 54957.6)	<i>SCCS Negotiator Parks will provide an update to and receive direction from Trustees regarding negotiations with the GSCFT.</i>
2.4 Conference with Labor Negotiators (Govt. Code Section 54957.6)	<i>SCCS Negotiator Parks will provide an update to and receive direction from Trustees regarding negotiations with the SCCCE.</i>
2.5 Settlement Agreement	<i>Information for possible action.</i>
2.6 Student Expulsion #02-23-24	<i>Information for possible action.</i>
3. Convene Open Session	6:30 p.m.
3.1 Welcome	

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3.2	Pledge of Allegiance	
3.3	Agenda Changes, Additions or Deletions & Announcements	
4.	Public Comments	<i>For presentations of matters not on the Agenda. 3 minutes for individuals; 15 minutes per subject. Note to Members of the Public: Thank you for taking the time to attend this meeting. Santa Cruz City School Board Members appreciate your presence and your comments regarding items not on the agenda are valued. Per Santa Cruz City Schools Board Bylaw protocols, Trustees will not comment on Public Comments during this time.</i>
5.	Superintendent's Report	
5.1	Superintendent's Report	
5.2	Student Trustees' Reports	
6.	Board Members' Reports	
6.1	Board Members' Reports	
6.2	Board President's Report	
7.	Approval of Minutes	
7.1	Meeting August 16, 2023	
7.2	Meeting September 6, 2023	
7.3	Meeting September 20, 2023	
8.	General Public Business	
8.1	Report of Closed Session Actions	
8.1.1	Report of Actions Taken in Closed Session	
8.1.2	Vote on Student Expulsion #02-23-24	
8.2	Items to Be Transacted and/or Discussed	
8.2.1	Educational Services	
8.2.1.1	Staff Report: LGBTQ Task Force	<i>Staff will provide a report on the LGTBQ Task Force</i>

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	Item	Purpose / Support
8.2.1.2	Staff Report: Local Control Accountability Update: MTSS Behavioral Interventions and Support	Staff will provide a report on the Local Control Accountability Update: Behavioral Interventions and Support
8.2.2	Business Services	
8.2.2.1	Staff Report: Workforce Housing Update	Staff will provide an update the Workforce Housing Project
8.2.3	Human Resources	None.
8.2.4	Governance/Superintendent	None.
8.3	Consent Agenda Non-Contract Items and Items to be Received: These matters may be passed by one roll call motion.	
8.3.1	Educational Services	
8.3.1.1	Out of State Travel Request: Special Education	
8.3.1.2	Overnight International Field Trip Request: Harbor High	
8.3.2	Business Services	
8.3.2.1	Purchase Orders, Bids & Quotes	
8.3.2.2	Warrant Register	
8.3.2.3	Disposition of Surplus	
8.3.3	Human Resources	
8.3.3.1	Certificated Personnel Actions	
8.3.3.2	Classified Personnel Actions	
8.3.3.3	Revised Job Description and Salary Placement: System Support Specialist	
8.3.3.4	Variable Term Waiver: Special Day Class Teacher	
8.3.3.5	Variable Term Waiver: Music Teacher	
8.3.3.6	Out of State Travel Request: Human Resources	
8.3.4	Governance/Superintendent	None.

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	Item	<i>Purpose / Support</i>
8.4	Consent Agenda: General Contracts & Agreements	
8.4.1	Educational Services	
8.4.1.1	<u>Consultant Services Agreement: Steve McDowell</u>	
8.4.1.2	<u>Consultant Services Agreement: Johnnie Wilson</u>	
8.4.1.3	<u>Independent Consultant Agreement: Deborah Bell</u>	
8.4.1.4	<u>Contract: Maxim Staffing Services: Special Education</u>	
8.4.1.5	<u>iPad Purchase for Newcomer Students</u>	
8.4.1.6	<u>Contract: Maxim Staffing Master</u>	
8.4.1.7	<u>Contract: Addendum: Victor Services</u>	
8.4.2	Business Services	
8.4.2.1	<u>Ford E-Transit OEM Electric Passenger Van Purchase</u>	
8.4.2.2	<u>Repair, Replace, Expand Distribution Frame at District Office</u>	
8.4.2.3	<u>101 Builders, Inc.: Change Order 1: DeLaveaga Elementary School Relocatable Classroom Building Grading</u>	
8.4.2.4	<u>Alpha Air Balancing Agency, Inc.: Proposal: Bayview Elementary School Sustainability HVAC Balancing and Testing</u>	
8.4.2.5	<u>Cypress Engineering Group: Proposal: Bayview Elementary School Sustainability Commissioning</u>	
8.4.2.6	<u>PSR Electric: Change Order 1: DeLaveaga Elementary School Relocatable Classroom Building Electrical</u>	
8.4.2.7	<u>Resolution 07-23-24: Emergency Boiler Replacement at Soquel High School</u>	
8.4.3	Human Resources	<i>None.</i>

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	Item	<i>Purpose / Support</i>
8.4.4	Governance/Superintendent	<i>None.</i>
8.5	Consent Agenda: Bond Projects, Contracts, Agreements, Proposals, Bids & Change Orders	
8.5.1	Anixter, Inc.: Proposal: Soquel High School Door Hardware	
8.5.2	Bartos Architecture: Amendment Agreement 23/24	
8.5.3	Bosco Construction Services, Inc.: Contract: Harbor High School Transportation Electric Vehicle Charging	
8.5.4	CRW Industries, Inc.: Change Order 1: Harbor High School MPR Cold Storage Addition	
8.5.5	Hart Floor Company: Change Order 1: Harbor High School Gym Floor Refinishing	
8.5.6	ID Distributors: Quote: Districtwide Electronic Key Cards	
8.5.7	Peartree+Belli Architects Inc.: Amendment Agreement: Harbor High School Softball Field Improvements	
8.5.8	PG&E: Contract: Branciforte Small Schools	
8.5.9	SC Builders: Change Order 1: Soquel High School Fitness Room Modernization Increment 2	
9.6	Possible Items for Future Meeting Agendas	
10.	Adjournment	
11.	Return to Closed Session (if necessary)	
12.	Closed Session Action Report (if necessary)	
13.	Adjournment	

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

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Public Participation:

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

Translation Requests:

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

Las Solicitudes de Traducción:

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

Board Meeting Information

1. The Regular Board Meeting on October 25, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
2. The Regular Board Meeting on November 8, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
3. The Study Session on December 6, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
4. The Regular Board Meeting on December 13, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
5. The Regular Board Meeting on January 17, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
6. The Study Session on January 31, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
7. The Regular Board Meeting on February 14, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
8. The Regular Board Meeting on February 28, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
9. The Regular Board Meeting on March 13, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
10. The Regular Board Meeting on March 27, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
11. The Regular Board Meeting on April 10, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
12. The Study Session Meeting on April 24, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
13. The Regular Board Meeting on May 15, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
14. The Study Session on May 22, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
15. The Regular Board Meeting on May 29, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
16. The Regular Board Meeting on June 12, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.

**MINUTES OF THE REGULAR MEETING
OF THE SANTA CRUZ CITY SCHOOLS BOARD OF EDUCATION
FOR THE ELEMENTARY AND SECONDARY DISTRICTS
August 16, 2023**

Convene Closed Session

Board Vice President Threet called this Closed Session Meeting to order at 5:46p.m.

Public Comments for Closed Session Agenda Items

None

Convene Open Session

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

Attendance at Meeting

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

Student Board Representative, Matthew Simon

Student Board Representative, Jimena Vazquez Veloz

Student Board Representative, Zach Von Worley

Dorothy Coito, Assistant Superintendent, Educational Services

Jim Monreal, Assistant Superintendent, Business Services

Molly Parks, Assistant Superintendent, Human Resources

Absent: Kris Munro, Superintendent

Members of the Audience

Welcome and Format

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

3.3 Agenda Changes, Additions, or Deletions

None

PUBLIC COMMENTS

Jody Kropholler and Matt Bruner, Co-Presidents of GSCFT welcomed the Board to the new school year. Mr. Kropholler said that they looked forward to working with the Board and to continue to build on the relationships that previous president Casey Carlson had built. They hope to continue working on important issues such as combo classes, professional development, and supporting classroom teachers. The two stated that they would be sharing their contact information with the Board and were excited for the work to be done this coming school year.

SUPERINTENDENT'S REPORT

Superintendent's Report

Assistant Superintendent Coito filled in for Superintendent Munro during her absence and presented the Superintendent's report. Ms. Coito shared that SCCS had a successful summer school program in partnership

with the Boys and Girls Club. Ms. Coito was excited to report that according to a US News & World report, Santa Cruz High School is ranked #1, Harbor High School is ranked #4 and Soquel High School is #7 in the Santa Cruz metro area. She noted that all three ranked higher than the Charter schools in our area. Assistant Superintendent Coito shared that our social workers reached out to over 150 families throughout the summer who were struggling with chronic absenteeism. Ms. Coito was pleased to announce that Food Services was awarded \$556,614 from a CDE Kitchen Infrastructure and Training Grant and that 220 families attended the Welcome Back Family Webinar. She concluded her report by welcoming the new student trustees to the board.

Student's Report

Student Board Representative Vazquez Veloz shared that students were excited to welcome Harbor's new Principal Amariah Hernandez and new Assistant Principal Dustin Carr to the school. Ms. Vazquez Veloz shared that the school year was off to a strong start with schedules being given ahead of time, a large freshmen orientation, the unveiling of the remodeled gym, new flat board screens, and the remodeled front driveway to be ADA accessible. Ms. Vazquez Veloz ended her report by sharing that the new cell phone policy was going well so far with students paying more attention in class and that Harbor has been having a great start to the new school year.

Student Board Representative Von Worley shared that there was a large turn out of Freshmen at Link Crew and that students had a beautiful Senior Sunrise with lots of great snacks. Mr. Von Worley stated that a SCHS alumni who went on to play for the NFL came to speak and was inspired by his story of overcoming trauma to prevail and excel in life. Mr. Von Worley concluded his report by saying that even with the slight hiccup of not having google classrooms on the first day of school it was nice to see the teachers move forward and survive without technology.

Student Board Representative Simon began his report by saying that the Freshmen orientation was successful in making new students feel safe and in showing them where to find resources for any help they may need. Mr. Simon stated that some students had scheduling hiccups but thanks to their counselors' quick action things are running smoothly now. He concluded his report by saying the renovated library facilities are looking great and are very much appreciated.

BOARD MEMBERS' REPORTS

Board Members' Reports

Trustee Threet began her report by welcoming the new student trustees and said that she was looking forward to hearing what they have to say. Trustee Threet also welcomed the new GSCFT leadership and said she was looking forward to a collaborative effort this year with students in mind. Ms. Threet concluded her report by acknowledging Coach Dodge who passed away. He lived long into his 90s, cared deeply about the community, was a winning baseball coach and always wanted more for the kids.

Trustee Grossman welcomed the new student trustees to the board. Trustee Grossman shared that he has a 7th grader at Mission Hill Middle and a 9th grader at Santa Cruz High. His 9th grader really enjoyed orientation and was happy for the help to get settled into the school. Trustee Grossman concluded his report by saying that he was happy to be at the Welcome Back Breakfast serving bacon and sausage and said he had a lot of fun welcoming back staff to the new school year.

Trustee Meeker began her report by saying that we should do the Welcome Back Breakfast every month because she had so much fun! Trustee Meeker shared that she really appreciates the other board members and looks forward to being on the Board and working together this year. Ms. Meeker welcomed the new

student trustees and ended by sharing her gratitude for workers who do not have a summer off, recognizing the work that they have done while everyone is away.

Trustee Kelley welcomed the new student trustees and shared that he has a child going into Mission Hill Middle, a 4th grader and that his youngest is going into TK. Trustee Kelley stated that there was a great first night event for all TK/K students and families where it was great to see everyone so excited for the start of the new school year.

Trustee Vestal welcomed the new student trustees and was glad to hear of their appreciation for the renovated library, thanking them for being there and serving the community. Trustee Vestal attended the New Teacher Orientation and was happy to see the energy of new teachers. She spoke to many about why they became teachers, stating that it was a great event. Trustee Vestal concluded her report by sharing that she was delighted to be part of the team serving breakfast, she served the berries, and gave her congratulations to Director of Food Services Amy Hedrick-Farr for pulling off making all the excellent food.

Trustee Coonerty began by welcoming the new student trustees and new GSCFT union representatives. She then shared that she was happy to see the positivity and joy of families going back to a normal life and participating in school activities. Trustee Coonerty ended her report by discussing her excitement for the higher than expected enrollment numbers and noted that we have to take good care of our teachers and parents so that we can keep it up.

Board President's Report

Board President Owen welcomed the new student trustees saying he was excited to hear what they have to say. Trustee Owen also attended the Welcome Back Breakfast sharing that there was good energy and that he had a lot of fun being there - joking that he wasn't doing a good job with the whipped cream so he switched to serving eggs. Trustee Owen stated that over the summer he was a role player for the county-wide active shooter training at San Lorenzo High School. He was pleased to see how all the public safety partners were taking it seriously. He ended by saying that the fact that we must do training can be numbing, but it was good to see everyone trying to do the best for our students.

APPROVAL OF MINUTES

1. MSP (Kelley/Coonerty) 6-1-0, the Board of Education approved the Minutes of May 31, 2023 Meeting.
2. MSP (Vestal/Grossman) 7-0, the Board of Education approved the Minutes of June 14, 2023 Meeting.

GENERAL PUBLIC BUSINESS

Closed Session Items

Board Vice President Threet noted that Board President Owen and Board Member Vestal were absent during closed session due to traffic delays getting to the board room.

Report of Actions Taken in Closed Session

1. Ms. Parks shared information with the Board on Certificated/Classified/Management Leaves, Retirements, Resignations & Appointments. Vote 5-0-2.
2. Ms. Parks did not have information to share regarding Public Employee Discipline/Dismissal/Release/Complaints.
3. Ms. Coito provided an update to and received direction from Trustees regarding the Special Education Settlement Agreement. Vote 5-0-2.

Acknowledgement of Gifts

Peartree & Belli architects donated \$1,695.32 to Santa Cruz City Schools to support the annual two-day Leadership Kick Off professional development day for district leaders.

19six Architects donated \$2,000 to Santa Cruz City Schools to support the annual two-day Leadership Kick Off professional development day for district leaders.

SCCS also received donations to be raffled at the annual Welcome Back Breakfast, businesses included:

Book Shop Santa Cruz
Chardonnay Sailing Charters
Motion Pacific Dance
New Leaf
Pacific Cookie Company
Palace Arts Supply
Santa Cruz Ed Foundation
Santa Cruz Museum of Art & History
Santa Cruz Warriors
Verve Coffee Roasters
Wonderland Toys and Classroom Resources

ITEMS TO BE TRANSACTED AND/OR DISCUSSED

8.2.1.1 Staff Report: Summer School Report

Assistant Superintendent Coito introduced Directors Shannon Calden and Julia Hodges to present the Summer School Report. Amanda Conger, the elementary summer school principal, and Erin Asamoto, the secondary summer school principal, also spoke about their experiences over the summer. Santa Cruz City Schools continues to provide a rich and robust summer school program for all three grade spans: Elementary, Middle, & High. Each program is aimed to support students with learning in a positive, relevant, and fun environment. Summer school teachers and principals worked collaboratively to develop the focus, curriculum, and strategies used to engage students in learning. This summer, 245 elementary students, 38 middle school students and 368 high school students attended our summer programs. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

8.2.1.2 New Business: Secondary English Language Arts Curriculum Map Adoption

Assistant Superintendent Coito introduced Director of Learning and Achievement Julia Hodges to present the Secondary English Language Arts Curriculum Map Adoption. Sarah Goldfarb also helped to present as an English teacher representative. Six years ago, both middle and high school English teachers began a curriculum adoption discussion. Middle and High School English teachers determined that a Common Core standards aligned curriculum map would better serve students than adopting a textbook. To this end, teachers began creating curriculum maps in the 2019-20 school year. The pandemic caused teachers to pause on the development process for two years, and progress resumed during the 2022-23 school year. Staff will utilize surveys to garner student feedback to inform updates to the maps. Trustees asked questions and had discussion.

Trustee Coonerty motioned to approve the Secondary English Language Arts Curriculum Map Adoption. Trustee Vestal seconded the motion.

The motion was passed by the following roll call vote:

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

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

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

Student Trustee Simon recommended a yes vote on this matter.

8.2.1.3 Staff Report: Annual Update on Suspensions and Expulsions

Assistant Superintendent Coito introduced Director of Student Services Casey O’Brien to present the Annual Update on Suspensions and Expulsions. Each year, Santa Cruz City Schools provides a longitudinal overview of suspensions and expulsions. To capture this impact and identify patterns, this report includes seven years of data. In 2022-23, there was an increase in the number of suspensions in the secondary district. Student behavior and self-regulation continue to be a challenge for school districts nationwide. This year, the District is focused on refining our Social-Emotional/Behavioral Framework to better teach and respond to student decision making. In addition, the District will be working to strategically address the needs of student groups who are disproportionately suspended or expelled. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

8.2.2.1 Staff Report: Bond Project Update

Assistant Superintendent Monreal introduced David Peartree of Peartree+Belli Architects, Director of Facilities Services Trevor Miller, and Construction and Facilities Liaison Jory Berdan to present an update on Bond Projects. The update focused on Measure A bond projects at Branciforte Middle School and Harbor High School, and District bond projects at Maintenance Operations, Transportation and the Central Kitchen. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

8.2.2.2 Staff Report: 2023-24 SCCS 45-Budget Revision

Assistant Superintendent Monreal presented a report on the 2023-24 SCCS 45-Budget Revision. There are several opportunities throughout the current fiscal year for a school district to provide updated budget information to their County Office of Education and the public. The first opportunity is known as the 45-day revision, and it allows districts to re-evaluate and revise their revenues and expenditures based on the enacted state budget. The 45-Day budget revision report for 2023-24 highlights those changes. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

Matt Bruner, a teacher at Soquel High, made a public comment that on the Budget Advisory Committee agenda from May the first meeting is stated incorrectly, and he hoped a confirmed date would be posted soon.

8.2.4.1 New Business: Resolution 01-23-24: Proclaiming 2023-24 Heritage Months

Assistant Superintendent Coito presented Resolution 01-23-24: Proclaiming 2023-24 Heritage Months. Santa Cruz City Schools strives for all students to feel safe and welcome in their schools and to see themselves represented in the curricula. This resolution proclaims September 15

through October 15 as Hispanic Heritage Month, October as LGBTQ History Month, November as Indigenous Peoples' Heritage Month, February as Black History Month, March as Women's History Month, and May as Asian American & Pacific Islander Heritage Month. Santa Cruz City Schools recognizes the important contributions of local, State, and National Hispanic Americans, LGBTQ People, Native Americans, African Americans, Women, and Asian Americans and Pacific Islanders to the history of the United States, by promoting social justice, enhancing health and well-being, and building a sense of community. Assistant Superintendent Coito recommended approval of Resolution 01-23-24: Proclaiming 2023-24 Heritage Months. Trustees asked questions and had discussion.

Trustee Grossman motioned to approve Resolution 01-23-24: Proclaiming 2023-24 Heritage Months. Trustee Kelley seconded the motion.

The motion was passed by the following roll call vote:

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

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

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

Student Trustee Simon recommended a yes vote on this matter.

8.2.4.2

New Business: Resolution 02-23-24: Raising the Rainbow Flag

Assistant Superintendent Coito brought forward Resolution 02-23-24: Raising the Rainbow Flag. The rainbow flag is a commemorative flag and a symbol of celebration and safety for LGBTQ+ students and their families. Flying the rainbow flag symbolizes the District's celebration of diversity and support for the LGBTQ+ community. For several years, Santa Cruz City Schools has raised the rainbow flag in honor of Harvey Milk Day. Last June, high school students shared about the importance of feeling valued, safe and seen as LGBTQ+ youth. They requested that the Board consider expanding the timeframe for flying the rainbow flag to include the following LGBTQ+ historical events, October 1-31 for LGBTQ+ history month and National Coming Out Day on October 11 and from April 12 - June 1 for the Day of Silence on April 12, Harvey Milk's Birthday on May 22, and Pride Month in June. In our daily efforts to ensure our campuses are safe and welcoming for all students and families, Santa Cruz City Schools affirms its role in, and commitment to, continuing the historical process of transforming the educational system to ensure inclusiveness, safety, and a sense of belonging for all LGBTQ+ students, teachers, staff, and their families. Assistant Superintendent Coito recommended approval of Resolution 02-23-24: Raising the Rainbow Flag. Trustees asked questions and had discussion.

Trustee Threet voiced concerns about the impact of approving the LGBTQ flag to be flown, but not flying a flag for other groups, stating she was concerned that as a board they are elevating one group of people more than others. Trustee Meeker stated that she felt this was an example of honoring student voices who came to the podium with their concerns. Trustee Grossman said he appreciated Trustee Threet voicing concern and asked what else the District can be doing in schools to provide more equity and safety. Student Board Representative Simon stated that he believed that following what people believe is best for their community is important and that flying the flag shows solidarity and unwavering support. Trustee Owen stated that he felt strongly that flying the flag is only a symbol, and what the District does on the ground to make students feel safe is what is important, noting that he supports the resolution but doesn't think it will solve all student safety concerns.

Trustee Kelley motioned to approve Resolution 02-23-24: Raising the Rainbow Flag. Trustee Meeker seconded the motion.

The motion was passed by the following roll call vote:

Roll Call Vote: Threet – No	Grossman – Yes	Meeker – Yes	Vestal – Yes
Kelley – Yes	Coonerty – Yes	Owen – Yes	

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

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

Student Trustee Simon recommended a yes vote on this matter.

GENERAL PUBLIC BUSINESS

Consent Agenda

8.3.1.1 Fourth Quarter Williams Report, 8.3.1.2 Single Plan for Student Achievement – Ark and Costanoa, 8.3.2.1 Purchase Orders, Bids & Quotes, 8.3.2.2 Warrant Register, 8.3.2.3 Budget Transfers, 8.3.2.4 Disposition of Surplus, 8.3.2.5 Bond Oversight Committee Resignations, 8.3.2.6 Bond Oversight Committee Appointments, 8.3.3.1 Certificated Personnel Actions, 8.3.3.2 Classified Personnel Actions, 8.3.3.3 Revised Job Description: Campus Safety Supervisor, 8.3.3.4 Revised Job Description and Salary Placement: School Bus Driver, 8.3.4.1 Gifts, 8.4.1.1 Consultant Services Agreement: Safe Schools, 8.4.1.2 College and Career Access Pathway Dual Enrollment Agreement (CCAP) Appendix A Revisions, 8.4.1.3 Annual Application for Title I, Title II, Title III and Title IV Funding – Elementary, 8.4.1.4 Annual Application for Title I, Title II, Title III and Title IV Funding – Secondary, 8.4.1.5 Community Advisory Committee Representative, 8.4.1.6 Independent Consultant Agreement: Youth Evaluation & Therapy, 8.4.1.7 Telos Residential Treatment Center Master Contract, 8.4.1.8 Memorandum of Understanding with Neighbouring Districts: SAIL, 8.4.1.9 Independent Consultant Agreement: John Chu, MPT, 8.4.1.10 Independent Consultant Agreement: Deborah Bell, 8.4.1.11 Independent Consultant Agreement: OT Kids Can, 8.4.1.12 Nonpublic Agency: Kyo Autism Therapy, LLC Addendum to Master Contract, 8.4.1.13 Nonpublic School: Chartwell Master Contract, 8.4.1.14 Nonpublic School: The Bay School Master Contract, 8.4.1.15 Nonpublic School: SpeechRighter NPA Master Contract, 8.4.1.16 Nonpublic School: Tucci Master Contract, 8.4.1.17 Medical Billing Technologies Contract, 8.4.1.18 Consultant Services Agreement: Gateway School, 8.4.2.1 School Services of California Annual Renewal, 8.4.2.2 2023-24 Pajaro Valley Unified School District Memorandum of Understanding for 313 Swift Street, 8.4.2.3 Softchoice Contract Annual Renewal, 8.4.2.4 ACCO Engineered Systems: Proposal: Annual HVAC Preventative Maintenance, 8.4.2.5 Atlantis Paving & Grading: Change Order 1: DeLaveaga Elementary School Sustainability Path of Travel Upgrades, 8.4.2.6 Bosco Construction Services, Inc.: Proposal: Natural Bridges Childrens Center Parking Lot and Walkway Repair, 8.4.2.7 Communication Service Corporation: Proposal: Bay View Elementary School Clocks and Speakers, 8.4.2.8 Notice of Completion, 8.4.2.9 SC Systems Proposal Bay View Elementary School Fire Alarm Tie-In, 8.4.2.10 Google Education Annual License Renewal, 8.4.2.11 Powerschool Annual Renewal, 8.4.3.1 University Memorandum of Understandings, 8.5.1 Anixter, Inc.: Proposal: Door Hardware, 8.5.2 Bosco Construction Services, Inc.: Change Order 1: Santa Cruz High School Touch Panel Installations, 8.5.3 BSN Sports: Proposal: Soquel High School Fitness Room Modernization Increment 2 Flooring, 8.5.4 Dilbeck & Son's: Proposal: Mission Hill Middle School and Soquel High School Door Hardware Replacement, 8.5.5 Elite Interactive: Proposal: Soquel High School External Security Cameras, 8.5.6 Future Flooring Group: Proposal: Mission Hill Middle School Flooring Replacement, 8.5.7 Kleinfelder: Proposal: Special Inspections and Materials Testing Services Soquel High School Fitness Room Modernization, 8.5.8 M3 Environmental: Proposal: Soquel High School Fitness Room Modernization Increment 2 Abatement Oversight, 8.5.9 Moore Twining: Proposal: Bay View Ball Wall Special Inspections and Materials Testing Services, 8.5.10 Peartree+Bell Architects: Amendment Agreement: Multi Project Overhead, 8.5.11 Procure: Proposal: Annual Project Management

Software, 8.5.12 SC Systems: Proposal: Mission Hill Middle School Duct Detectors, 8.5.13 Sierra School Equipment: Proposal: Classroom Chairs

Trustee Threet motioned to pull Agenda Item 8.3.2.6 Bond Oversight Committee Appointments for further discussion.

Trustee Coonerty had a question on Agenda Item 8.3.3.4 Revised Job Description and Salary Placement: School Bus Driver. Trustee Coonerty asked for clarification on why the salary placement is being changed.

Assistant Superintendent Parks answered that as hiring for bus drivers is difficult currently and we are short staffed, the District wants to be in alignment with other districts' bus driver pay scales and to recognize the amount of time and training it takes for someone to be eligible to drive a school bus.

Trustee Vestal motioned to approve the consent agenda without Agenda Item 8.3.2.6 Bond Oversight Committee Appointments. Trustee Grossman seconded the motion.

The motion was passed by the following roll call vote:

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

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

Student Trustee Von Worley abstained from a vote on this matter.

Student Trustee Simon recommended a yes vote on this matter.

8.3.2.6.1 Bond Oversight Committee Appointment - Further Discussion

Trustee Threet stated that she asked to move the Bond Oversight Committee Appointment for further discussion because of concerns on the application. Trustee Threet pointed out that the references listed on the application were all from the District, although it was her understanding that the appointments should have no district affiliation. Discussion ensued. Trustee Threet explained that she felt this applicant will do an excellent job and she just wanted clarity for the public. The Board discussed the difficulties in filling the numerous vacancies on the committee and the different District approaches to recruiting new candidates including publishing an ad in the paper, posting at school sites, posting on the district website and numerous other marketing attempts.

Trustee Vestal motioned to approve the Bond Oversight Committee Appointment. Trustee Grossman seconded the motion.

The motion was passed by the following roll call vote:

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

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

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

Student Trustee Simon abstained from a vote on this matter.

8.6 Discussion: Possible Items for Future Meeting Agendas

Trustee Coonerty asked to have a discussion regarding ways to address student safety concerns and expressed hope that by approving the Rainbow Flag Resolution they were not walking into something

that makes the Board feel good but doesn't make a concrete change. The Board decided to schedule a discussion on the philosophy of the Board regarding student safety as well as when and how the Board should respond to hot topic concerns of students and community members. This item will be added to a future governance session.

9. Adjournment of Meeting

As there was no further business to come before the Board of Education, Board President Owen adjourned this Regular Meeting at 9:41 p.m.

Board Meeting Schedule Information

1. The Regular Board Meeting on September 6, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
2. The Regular Board Meeting on September 20, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
3. The Study Session on September 27, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
4. The Regular Board Meeting on October 11, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
5. The Regular Board Meeting on October 25, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
6. The Regular Board Meeting on November 8, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
7. The Regular Board Meeting on November 15, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
8. The Regular Board Meeting on December 13, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
9. The Regular Board Meeting on January 17, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
10. The Study Session on January 31, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
11. The Regular Board Meeting on February 14, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
12. The Regular Board Meeting on February 28, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
13. The Regular Board Meeting on March 13, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
14. The Regular Board Meeting on March 27, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
15. The Regular Board Meeting on April 10, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
16. The Study Session on April 24, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
17. The Regular Board Meeting on May 15, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
18. The Study Session on May 22, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
19. The Regular Board Meeting on May 29, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.

20. The Regular Board Meeting on June 12, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.

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

Respectfully submitted,

Kris Munro, Superintendent
Santa Cruz City Schools

John Owen, President
Board of Education

**MINUTES OF THE REGULAR MEETING
OF THE SANTA CRUZ CITY SCHOOLS BOARD OF EDUCATION
FOR THE ELEMENTARY AND SECONDARY DISTRICTS
September 6, 2023**

Convene Closed Session

Board President Owen called this Closed Session Meeting to order at 5:08p.m.

Public Comments for Closed Session Agenda Items

None

Convene Open Session

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

Attendance at Meeting

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

Student Board Representative, Matthew Simon
Student Board Representative, Jimena Vazquez Veloz
Student Board Representative, Zach Von Worley

Dorothy Coito, Assistant Superintendent, Educational Services
Jim Monreal, Assistant Superintendent, Business Services
Kris Munro, Superintendent

Absent: Molly Parks, Assistant Superintendent, Human Resources

Members of the Audience

Welcome and Format

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

3.3 Agenda Changes, Additions, or Deletions

None

PUBLIC COMMENTS

Nick Labadie Co-President of the Monarch Community Board, a parent’s association for Monarch Elementary, began by thanking the board and cabinet for the time and energy they put into the district. Mr. Labadie stated that he was in attendance, along with other Monarch parents, because of concerns regarding the future of Monarch Elementary. Mr. Labadie stated that there were fears that the school would be closed. Mr. Labadie spoke of the Vision 2030 Committee, noting that they have some representation, but that they would like to know more about the process and asked that the meetings be open for observation. Mr. Labadie concluded his comments by saying he hoped that opportunity would be given for participation throughout the process of decision making.

SUPERINTENDENT'S REPORT

Superintendent's Report

Superintendent Munro began her report by celebrating that there were five peer tutors in each of the three Math Plus classes at Soquel High. She shared that Mr. Shen and Ms. DelCarlo served as peer tutors when they were students and thought it was a lovely way to build a future workforce and elevate student leadership. Ms. Munro also shared that there were numerous professional development opportunities happening and that a Secondary Math Professional Learning Community was just launched. Ms. Munro discussed the beginning of the Cookies & Conversations meetings which she hopes will help gather feedback to better support staff, students, and families. Ms. Munro also met with PG&E and DSA to mediate and finally resolve a two-year dispute between the two entities which should be finalized over the next few weeks. Ms. Munro concluded her report by sharing that she met with Lookout Santa Cruz to continue their program to offer free subscriptions to all high school students and staff so that their news can be used for current events in classrooms.

Student's Report

Student Board Representative Simon shared that back-to-school night went well with over 500 parents in attendance. Mr. Simon said that sports are in full swing and next week girls' volleyball will be playing against Santa Cruz High, joking to representative Von Worley that they should watch out. Mr. Simon shared that club day and homecoming festivities were coming up and that he was looking forward to continuing the year.

Student Board Representative Vazquez Veloz shared that club and sports day were coming up later in the week and that students were excited. Ms. Vazquez Veloz announced that Homecoming events were beginning and that students can sign up to create floats as well as participate in other events to boost school spirit. She also said that coming up is a college fair with schools such as UC Davis, UC Santa Barbara and SF State slated to attend. Ms. Vazquez Veloz concluded her report by saying that they had a successful back-to-school night with high attendance and good feedback from parents, with Harbor having a strong start to the year.

Student Board Representative Von Worley shared that Santa Cruz lost to Harbor, which was a hit to the team but he knew they would pull through. Mr. Von Worley announced that this year's homecoming theme is music, so every grad gets a different genre. He said that Santa Cruz had a robust back-to-school night with large attendance rates and the band, cheer team and dance team all performed for parents. Mr. Von Worley concluded his report by sharing that seniors went to see *The Taming of the Shrew* at Santa Cruz Shakespeare thanks to the generous donation from Mr. Bartos of Bartos Architecture.

BOARD MEMBERS' REPORTS

Board Members' Reports

Trustee Meeker began her report by stating that it was amazing to hear about the engagement from students at all three campuses for the back-to-school nights, club and sports days. Trustee Meeker then commended the new district grant writer Jacquie Benetua on the publication she sent out regarding grant opportunities for teachers, saying what a great way it was to welcome everyone back to the school year. Trustee Meeker also said she was extremely appreciative of how invitational Ms. Benetua is through letting staff know that they can contact her if they need more assistance in their grant writing. Trustee Meeker also shared that she attended the LBTQIA Task Force with Trustee Vestal and that it was great to support students in looking at best practices. She concluded her report saying that she was looking forward to participating in the Vision 2030 Committee to help think about how we can support sustainability moving forward.

Trustee Kelley shared that earlier in the week he assisted in conducting interviews for the Educator Workforce Housing project and looked forward to discussing it more as the process progresses.

Trustee Threet thanked the Monarch parents for showing up, saying she was glad to see they are engaged in their school. Trustee Threet then discussed the Soquel High football game she attended which had students from Pacific Charter School, Santa Cruz High, Harbor High, San Lorenzo Valley, Aptos High and Middle schools in attendance. She said that the game had a lot of great energy and seeing so many young people from different schools show up was emblematic of how much people want community. Trustee Threet concluded her report by saying she was happy to hear of all the club work happening and was excited that students are excited to be together.

Trustee Grossman also thanked the Monarch parents for speaking and voicing their concerns. Trustee Grossman shared that he took a tour at Westlake Elementary and was excited to have been on campus for a site visit. Trustee Grossman attended his first CSBA Masters in Governance Class on the Foundation of Effective Governance, saying this was the first of five classes and he was excited to be taking them so that he can be a better board member for the community. Trustee Grossman concluded his report by discussing the CTE Advisory meeting he attended, saying he is very passionate about these classes and the offerings we have in the district.

Trustee Coonerty had no report to share.

Trustee Vestal began her report by saying that she was very impressed by the learning environments of the TK/K class and was happy to see parents excited about the new offerings. Trustee Vestal will be attending the Delta school board meeting where the bylaws will be updated and student ambassadors will share about their school. Trustee Vestal also attended the LGBTQIA Task Force and was excited to hear about all the events happening for students such as the Roller Rink event Cats on Skates in Outer Space, Diversity Gala, and the Queer Youth Summit. Trustee Vestal noted that the board was thanked for listening to student voices by passing the Raising the Rainbow Flag resolution and concluded her report by thanking MTSS Coordinator Rishi Lal for chairing the task force meeting.

Board President's Report

Board President Owen discussed the educator housing interviews saying there were some very exciting quality options to consider. Trustee Owen wanted to share a personal story to relate to the discussion regarding Raising the Rainbow Flag at the last board meeting. Trustee Owen said that for over 100 years his family has owned a small strip mall property in the San Bernadino mountains. On August 18th one of their tenants was murdered for defending the pride flag, an individual shot and killed her after he ripped down the flag outside of her shop. Trustee Owen said that when the Black Lives Matter movement began he recognized that is was no longer acceptable to only not be racist, but we must all be anti-racist. Trustee Owen said the same must be applied to the LGBTQ community, stating it is not enough to be tolerant one must instead be anti-intolerance. The events in San Bernadino have only furthered his conviction on this viewpoint.

APPROVAL OF MINUTES

None

GENERAL PUBLIC BUSINESS

Closed Session Items

Report of Actions Taken in Closed Session

1. Ms. Munro did not have information to share with the Board on Certificated/Classified/Management Leaves, Retirements, Resignations & Appointments.
2. Ms. Munro did not have information to share regarding Public Employee Discipline/Dismissal/Release/Complaints.
3. Ms. Coito provided an update to and received direction from Trustees regarding the Special Education Interim Settlement Agreement. Vote 7-0.
4. Ms. Munro provided an update to and received direction from Trustees on Legal Counsel, Ongoing Litigation regarding proposed settlement of claims related to e-cigarettes and vaping issues (Govt. Code Section 54952.2) And today the Board voted 7-0 to conditionally resolve litigation against Altria Group, Inc. and other defendants regarding liability and damages related to e-cigarette and vaping.
5. The Board discussed public employee performance evaluation, Superintendent 2023-24 Goals (Govt. Code Section 54957)

Acknowledgement of Gifts

None

ITEMS TO BE TRANSACTED AND/OR DISCUSSED

8.2.1.1 Staff Report: Annual Interdistrict Transfers and Open Enrollment Update

Assistant Superintendent Coito introduced Director of Student Services Casey O'Brien to present the Annual Interdistrict Transfers and Open Enrollment Update. A permit authorizing attendance of a student outside his/her district of residence may be issued upon approval from the district of residence and the district of proposed attendance. Specific application guidelines for approval/denial of inter-district transfers are monitored directly through the office of the Director of Student Services. Inter-district Transfers and instances of Open Enrollment have a direct impact on K-12 enrollment at each site and are monitored carefully. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

8.2.1.2 PUBLIC HEARING: Elementary and Secondary Textbook Sufficiency

Assistant Superintendent Coito explained that a public hearing for textbook sufficiency must be held annually to be eligible to receive instructional material funds. President Owen opened hearing for public comment.

Open: Board president Owen opened this public hearing at 7:15 p.m.

Comments: None

Closed: Board President Owen closed this public hearing at 7:17 p.m.

8.2.1.3 New Business: Resolution 03-23-24: Elementary Textbook Sufficiency

Assistant Superintendent Coito brought forward Resolution 03-23-24: Elementary Textbook Sufficiency which attests that each elementary student in the district has or will have prior to the end of the fiscal year, sufficient textbooks or instructional materials in specified subjects that are aligned to the academic content standards. At the start of this school year, enrollment was greater than projected at some sites, so additional textbooks were ordered for some subject areas. These textbooks have been received and there are sufficient materials for all students. Superintendent Coito recommended approval of Resolution 03-23-24: Elementary Textbook Sufficiency.

Trustee Vestal motioned to approve Resolution 03-23-24: Elementary Textbook Sufficiency. Trustee Grossman seconded the motion.

The motion was passed by the following roll call vote:

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

Student Trustee Simon abstained from a vote on this matter.

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

Student Von Worley abstained from a vote on this matter.

8.2.1.4 New Business: Resolution 04-23-24: Secondary Textbook Sufficiency

Assistant Superintendent Coito brought forward Resolution 04-23-24: Secondary Textbook Sufficiency which attests that each secondary student in the district has or will have prior to the end of the fiscal year, sufficient textbooks or instructional materials in specified subjects that are aligned to the academic content standards. This year, there was an insufficiency in textbooks or instructional materials within some schools and subjects. All textbooks have been ordered, but delivery times vary due to demand, availability, and shipment times. Typically, textbooks are received within 2 weeks of an order. Additionally, there will be a review of systems for identifying textbook needs before the end of the school year to ensure adequate materials in subsequent years. Superintendent Coito recommended approval of Resolution 04-23-24: Secondary Textbook Sufficiency.

Trustee Grossman motioned to approve Resolution 04-23-24: Secondary Textbook Sufficiency. Trustee Vestal seconded the motion.

The motion was passed by the following roll call vote:

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

Student Trustee Simon recommended a yes vote on this matter.

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

Student Von Worley recommended a yes vote on this matter.

8.2.2.1 Staff Report: Opening Enrollment Report

Assistant Superintendent Monreal presented the Opening Enrollment Report. The report shows attendance by site on August 21st, the eighth day of the 2023-24 school year. The 2023-24 numbers represent the “head count” on that day. The information in the report compares 2023-24 actual enrollment to the 2023-24 projected enrollment, as well as the October 2022 CBEDS enrollment. Human Resources worked diligently to staff the District according to projected numbers and hired late in the 2023 summer to match students as enrollment was verified. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

Helayne Ballaban, Elementary Vice President of GSCFT, made a public comment regarding the importance of minimizing combination classes. She stated that when looking at the needs for staffing at elementaries one cannot just look at the total number of students, they must look at grade level numbers so that combo classes and class sizes are minimized as elementary teachers have shared that there are still struggles with behavior issues in students.

8.2.2.2 Staff Report: Long Term Debt Report

Assistant Superintendent Monreal presented the Long Term Debt Report which shows SCCS' long-term debt obligations. The District's long term debt is currently composed of facilities Bond Measures, a Qualified School Construction Bond (QSCB) Certificate of Participation (COP) that were issued in 2010 to install the artificial turf field at Branciforte Middle School and Lease financing for our Climatec Sustainability Projects. The District investigated an early payoff of the Certificate of Participation, but there is a penalty for early payment as the financing was through the American Recovery and Investment Act of 2009. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

8.2.3.1 Staff Report: Annual New Employee Report

Superintendent Munro presented the Annual New Employee Report. Santa Cruz City Schools (SCCS) welcomed forty-four new certificated staff, four new administrators and two administrators promoted into new leadership roles. The report also shared that the new certificated employee orientation highlighted a variety of topics that included: SCCS Vision and Goals, Multi-Tiered Systems of Support, SCCS Collective Commitments, Partnership between Administrators and Labor, and an introduction to the GSCFT and Leadership. The day ended with a bus tour of SCCS school sites. The second day of orientation included specific training on curriculum and assessment. The third day was a site orientation led by school administrators. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

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

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

MSP (Kelley/Vestal) 7-0, the Board of Education approved the First and Final Reading of the CSBA Board Policies.

GENERAL PUBLIC BUSINESS

Consent Agenda

8.3.1.1 Overnight Field Trip Requests: Harbor and Soquel High Athletics, 8.3.2.1 Purchase Orders, Bids & Quotes, 8.3.2.2 Warrant Register, 8.3.2.3 Disposition of Surplus, 8.3.2.4 4th Quarter Investment Report, 8.3.2.5 Resolution 05-23-24: Authorized Signatures 2023-24, 8.3.3.1 Certificated Personnel Actions, 8.3.3.2 Classified Personnel Actions, 8.3.3.3 Revised Job Description: Elementary School Counselor, 8.3.3.4 Revised Job Description: Secondary School Counselor, 8.3.3.5 Revised Job Description and Salary Placement: Site Accounting Technician, 8.3.3.6 Revised Job Description: Behavior Technician Special Education, 8.4.1.1 Consultant Services Agreement: WestEd – Elementary, 8.4.1.2 Memorandum of Understanding: Seniors

Council Foster Grandparents Program, 8.4.1.3 Contract: Annual Renewal: EdPuzzle, 8.4.1.4 Memorandum of Understanding: Renewal: Dientes Community Dental Care, 8.4.1.5 Contract: Annual Renewal: UC Santa Cruz Work Study - AVID Tutors, 8.4.1.6 Victor Services Rate Revision, 8.4.1.7 Out of State Travel Request: Special Education, 8.4.1.8 Independent Consultant Agreement: TT4 Success, 8.4.1.9 Independent Consultant Agreement: Kim Cardilla, 8.4.2.1 Encompass Head Start Lease Renewal, 8.4.2.2 Moore Twining: Proposal: HVAC Special Inspections and Materials Testing, 8.4.2.3 Contract: Smartbus Wifi, 8.4.2.4 Memorandum of Understanding between SCCS and Santa Cruz County Office of Education 2023-24: Hotspots, 8.4.2.5 Contract: Annual Renewal: Information Technology Professional Development Licenses: Computer Based Training, 8.5.1 Bosco Construction Services, Inc.: Contract: DeLaveaga Elementary School Cold Storage, 8.5.2 Dilbeck & Sons Inc.: Change Order 1: DeLaveaga Elementary School Door Hardware Replacement, 8.5.3 Moore Twining: Change Order 1: Bay View Ball Wall Special Inspections and Materials Testing Services, 8.5.4 Peartree+Belli Architects Inc.: Amendment Agreement: Westlake Elementary School Modernization, 8.5.5 Peartree+Belli Architects: Amendment Agreement: Westlake Elementary School Multi Project Overhead, 8.5.6 SC Systems: Change Order 1: Mission Hill Middle School Duct Detectors, 8.5.7 SecureAll: Change Order 2: District Wide Card Access Security System, 8.5.8 Verde Design: Change Order 3: Santa Cruz High School Baseball Backstop Modifications

Trustee Threet asked to pull agenda item 8.5.4 Peartree+Belli Architects Inc.: Amendment Agreement: Westlake Elementary School Modernization for further discussion.

Trustee Grossman motioned to approved the consent agenda without item 8.5.4 Peartree+Belli Architects Inc.: Amendment Agreement: Westlake Elementary School Modernization. Trustee Vestal seconded the motion.

The motion was passed by the following roll call vote:

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

Student Trustee Simon abstained from an advisory vote on this matter.

Student Trustee Vazquez Veloz abstained from an advisory vote on this matter.

Student Von Worley abstained from an advisory vote on this matter.

8.5.4.1 Further Discussion: Peartree+Belli Architects Inc.: Amendment Agreement: Westlake Elementary School Modernization

Vice President Threet stated that she believed the item was incorrectly placed on consent as the board had previously requested that all contracts over 1 million dollars would be on the agenda as an action item. Superintendent Munro agreed that it was an error that it was placed on consent but noted that it was still in legal standing where it was placed on the agenda. Board President Owen agreed with Trustee Threet that he would feel more comfortable passing the amendment if they had known how much the previous architect had been paid and had been flagged to provide more scrutiny to the item. Trustee Grossman shared his appreciation for Trustee Threet pointing out the error, while also stating that he knew Westlake was in need of modernization on different levels.

Trustee Grossman motioned to approve Peartree+Belli Architects Inc.: Amendment Agreement: Westlake Elementary School Modernization. Trustee Vestal seconded the motion.

The motion was passed by the following roll call vote:

Roll Call Vote: Meeker – Yes	Kelley – Yes	Threet – No	Grossman – Yes
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Coonerty – Yes

Vestal – Yes

Owen – No

Student Trustee Simon abstained from an advisory vote on this matter.

Student Trustee Vazquez Veloz abstained from an advisory vote on this matter.

Student Von Worley abstained from an advisory vote on this matter.

8.6 Discussion: Possible Items for Future Meeting Agendas

None

9. Adjournment of Meeting

As there was no further business to come before the Board of Education, Board President Owen adjourned this Regular Meeting at 8:23 p.m.

Board Meeting Schedule Information

1. The Regular Board Meeting on September 20, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
2. The Study Session on September 27, 2023, 6:00 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
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7. The Regular Board Meeting on December 13, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
8. The Regular Board Meeting on January 17, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
9. The Study Session on January 31, 2024, 6:00 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
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11. The Regular Board Meeting on February 28, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
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13. The Regular Board Meeting on March 27, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
14. The Regular Board Meeting on April 10, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
15. The Study Session on April 24, 2024, 6:00 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
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18. The Regular Board Meeting on May 29, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
19. The Regular Board Meeting on June 12, 2024, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.

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

Respectfully submitted,

Kris Munro, Superintendent
Santa Cruz City Schools

John Owen, President
Board of Education

**MINUTES OF THE REGULAR MEETING
OF THE SANTA CRUZ CITY SCHOOLS BOARD OF EDUCATION
FOR THE ELEMENTARY AND SECONDARY DISTRICTS
September 20, 2023**

Convene Closed Session

Board President Owen called this Closed Session Meeting to order at 5:02p.m.

Public Comments for Closed Session Agenda Items

None

Convene Open Session

Board President Owen called this Regular Meeting Open Session to order at 6:44p.m.

Attendance at Meeting

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

Remote: Kyle Kelley

Student Board Representative, Matthew Simon
Student Board Representative, Jimena Vazquez Veloz
Student Board Representative, Zach Von Worley

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

Members of the Audience

Welcome and Format

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

Remote Attendance

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

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

The motion was passed by the following roll call vote:

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

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

3.3 Agenda Changes, Additions, or Deletions

Agenda Item 8.2.2.3 Annual Resolution 06-23-24 GANN Limits was missing the Unaudited Actuals Fiscal Year 2022-23 School District Appropriations Limit Calculations worksheet.

A Vote on Student Expulsion #01-23-24 was unintentionally left off the agenda. The vote will be agenda item 8.1.2 and will come after the Report of Actions Taken in Closed Session.

PUBLIC COMMENTS

None

SUPERINTENDENT'S REPORT

Superintendent's Report

Superintendent Munro began her report by discussing the positive turnout at the Superintendent's Student Advisory Council meeting with 20 students in attendance. Ms. Munro recounted the numerous professional development events - highlighting the Grading Inquiry Project meeting at the COE where Director Julia Hodges helped to facilitate county wide professional learning. Ms. Munro concluded her report by updating the board on the latest Vision 2030 Committee meeting where members reviewed outcomes from the Spring meeting, shared enrollment and housing updates, and launched sub committee work. Ms. Munro reported that the subcommittee for the potential District Office move would be tabled for now, stating that since enrollment has been increasing, moving the District Office to a school site should be short sighted. The committee's next steps include looking at Endowment funds for the district, what sustainability officers do at other districts and what the next steps are regarding long term fiscal projections.

Student's Report

Student Board Representative Simon shared that Soquel High students have been participating in the Superintendent's Race and Equity Council and are excited about the opportunity to offer feedback and input. Mr. Simon shared that in October, Principal Greg O'Meara's student advisory council will convene. Students from every grade level have been invited to participate. Mr. Simon ended his report by sharing that school spirit is high and students are excited about all the opportunities to participate in their school learning.

Student Board Representative Vazquez Veloz shared that staff is working on six-week progress reports, with teachers working with students to turn in late or missing work. Ms. Vazquez Veloz said that the Homecoming Dance was coming up along with the Homecoming Football game, saying that students are getting excited through spirit week, float building and games on campus. Ms. Vazquez Veloz concluded her report by sharing that the Interact Club had a great community service day at Westlake Elementary.

Student Board Representative Von Worley shared that Santa Cruz High was in the middle of their spirit week where competitions between grade levels and staff was ongoing, noting that the Seniors are currently in second place. Mr. Von Worley shared that the Cardinal Connect program has been worked on and is continually improving. Mr. Von Worley ended his report by sharing that the weight room improvement project is in progress and looking good.

BOARD MEMBERS' REPORTS

Board Members' Reports

Trustee Meeker began her report by sharing that she had a great and productive meeting with the new GSCFT Co-Presidents over coffee. Ms. Meeker also attended the Wellness Committee meeting where they heard from Student and Food Services. Ms. Meeker was pleased to see how forward-thinking district leadership is. Trustee Meeker concluded her report by sharing that she visited Santa Cruz High and was pleased with how engaged the students were in discussing their learning.

Trustee Threet also visited Santa Cruz High with Trustee Meeker and Vestal, saying she was very impressed with their intercom system's ability to reach all students. Ms. Threet said that every classroom they visited was engaging from the AP Literature class to the Credit Recovery class. Trustee Threet ended by saying that she was looking forward to the next phases of bond work at Santa Cruz High.

Trustee Grossman had a meeting with Superintendent Munro and Trustee Coonerty earlier in the week that went well. Trustee Grossman shared that he had nothing else to report except that his Santa Cruz High Freshman was very excited about Homecoming and the dance later in the week.

Trustee Coonerty had no report to share.

Trustee Vestal thanked Director of Facilities Services Trevor Miller for answering all questions while on the electric bus tour of Bond projects. Trustee Vestal said that it was exciting to see completed projects and that all campuses were looking good. Ms. Vestal also commended Director of Food Services Amy Hedrick-Farr for sharing upcoming menu changes at the Wellness Committee meeting, which include more international dishes and vegetarian options. Trustee Vestal concluded her report by congratulating Mary Gaukel Forester for being awarded the Santa Cruz Community Hero Award, saying she has served the district in many different roles and the award was well deserved.

Trustee Kelley shared that he enjoyed the Bond bus tour and was delighted to ride on the new electric school bus.

Board President's Report

Board President Owen shared that he attended the Vision 2030 Committee and that while the focus and outcomes may be changing, he feels it is a very important exercise in collaboration and he hopes that they continue to use this tool to make outcomes better for students. Trustee Owen ended by sharing that he also attended the Bond bus tour and was pleased to see all the work that is being done.

APPROVAL OF MINUTES

None

GENERAL PUBLIC BUSINESS

Closed Session Items

Report of Actions Taken in Closed Session

1. Ms. Parks did have information to share with the Board on Certificated/Classified/Management Leaves, Retirements, Resignations & Appointments. Vote 7-0
2. Ms. Parks did not have information to share regarding Public Employee Discipline/Dismissal/Release/Complaints.
3. Ms. Parks provided an update to and received direction from Trustees regarding negotiations with the GSCFT.

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

Student Trustee Simon abstained from an advisory vote on this matter.
Student Trustee Vazquez Veloz abstained from an advisory vote on this matter.
Student Von Worley abstained from an advisory vote on this matter.

8.2.2.3 New Business: Annual Resolution 06-23-24: GANN Limits

Assistant Superintendent Monreal brought forward Annual Resolution 06-23-24: GANN Limits. In November 1979, the California electorate passed Proposition 4, commonly referred to as the "Gann Amendment," to the California Constitution. The Gann Amendment requires each government agency and school district in California to adopt an expenditure limitation based upon its appropriations in 1978-79, adjusted by the annual changes in the consumer price index and annual changes in population. This is a routine resolution presented to the Board annually since the passage of Proposition 4. Assistant Superintendent Monreal recommended approval of Annual Resolution 06-23-24: GANN Limits.

Trustee Vestal motioned to approve Annual Resolution 06-23-24: GANN Limits. Trustee Coonerty seconded the motion.

The motion was passed by the following roll call vote:

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

Student Trustee Simon abstained from an advisory vote on this matter.
Student Trustee Vazquez Veloz abstained from an advisory vote on this matter.
Student Von Worley abstained from an advisory vote on this matter.

Assistant Superintendent Monreal thanked everyone in the District for their work on the report, saying it was a combined effort from Student Services, Human Resources and Business Services.

8.2.3.1 Staff Report: Certificated Recruitment and Retention Efforts

Assistant Superintendent Parks presented a report on Certificated Recruitment and Retention Efforts. Santa Cruz City Schools has been proactive in recruiting and retaining administrators, classified, and certificated employees. The employee shortage has affected all industries including education. SCCS has changed practices and procedures, especially in the last five years, to try to meet the hiring needs of the district. A few of the changes include how we hire and welcome new employees, stay interviews, making the application process more accessible, attending off-site job fairs, and hosting several job fairs throughout the year. We have seen some successes in our practice as evidenced by being fully staffed for classroom teachers during the past years, which has not been the trend in our county or state. Our working conditions survey for the past three years has shown an average of 96% to 97% of employees stating that SCCS is a great place to work. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

8.2.4.1 Staff Report: Superintendent Goals

Superintendent Munro presented the Superintendent's Goals for the 2023-24 school year. Superintendent Munro is committed to an open agenda and communication with Trustees, District Staff and the greater Santa Cruz school community as the district team works diligently

to support each student’s success every day. This report detailed goals for the 2023-24 school year. Trustees asked questions and had discussion. This report was informational in nature and no action was taken by the Board at this time.

Stephanie Lovejoy, parent at Monarch Elementary, thanked staff for updating their website stating that it has been helpful for new parents to be able to navigate information regarding the school and that it was very much appreciated.

GENERAL PUBLIC BUSINESS

Consent Agenda

8.3.2.1 Purchase Orders, Bids & Quotes, 8.3.2.2 Warrant Register, 8.3.2.3 Budget Transfers, 8.3.2.4 Disposition of Surplus, 8.3.2.5 Bond Oversight Committee Appointments, 8.3.3.1 Certificated Personnel Actions, 8.3.3.2 Classified Personnel Actions, 8.3.3.3 Revised Job Description: Classroom Teacher, 8.3.3.4 New Job Description: Roving School Administrative Assistant, 8.3.3.5 Credential Waiver for Administrative Services Credential, 8.4.1.1 Consultant Services Agreement: Leslie Williams, HOLA Language Services, 8.4.1.2 Contract: Renewal: Celtx Pro Software License, 8.4.1.3 Consultant Services Agreement: Sylvia Patience, 8.4.1.4 Contract: Vector Solutions, 8.4.2.1 Memorandum of Understanding: San Lorenzo Valley Unified School District Regarding Student Transportation, 8.4.2.2 ResoluteGuard LLC and SAFER Agreement for Liability Coverage, 8.4.2.3 Memorandum of Understanding: Santa Cruz County Office of Education Agreement for Translation Services, 8.4.3.1 Consultant Services Agreement: Mary Gaukel, 8.4.3.2 Consultant Services Agreement: Anthony Marcopulos, 8.4.3.3 Consultant Services Agreement: Laurie Brunton, 8.5.1 Atlantis Paving & Grading: Proposal: Bay View Elementary School Storm Drain Repair, 8.5.2 PSR Electric: Proposal: Transportation Charging, 8.5.3 Strawn Construction, Inc.: Change Order 1: Mission Hill Middle School Envelope Improvements

Trustee Threet commented on agenda item 8.3.2.5 Bond Oversight Committee Appointments, thanking Mr. Labadie, Mr. Crossley and Mr. Kennedy for stepping up and applying for the role, stating that she thought the District would have a strong committee moving forward.

Trustee Grossman motioned to approved the consent agenda. Trustee Coonerty seconded the motion.

The motion was passed by the following roll call vote:

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

Student Trustee Simon abstained from an advisory vote on this matter.
Student Trustee Vazquez Veloz recommended a yes vote on this matter.
Student Von Worley recommended a yes vote on this matter.

8.6 Discussion: Possible Items for Future Meeting Agendas

None

9. Adjournment of Meeting

As there was no further business to come before the Board of Education, Board President Owen adjourned this Regular Meeting at 8:42 p.m.

Board Meeting Schedule Information

1. The Study Session on September 27, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.

2. The Regular Board Meeting on October 11, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
3. The Regular Board Meeting on October 25, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
4. The Regular Board Meeting on November 8, 2023, 6:30 p.m., at the Santa Cruz County Office of Education, and will be broadcast to the public remotely via Zoom.
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Respectfully submitted,

Kris Munro, Superintendent
Santa Cruz City Schools

John Owen, President
Board of Education

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Staff Report: LGBTQ Task Force Update

MEETING DATE: October 11, 2023

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

BACKGROUND:

The LGBTQIA+ Task Force was formed in 2016-2017 and is a collaborative partnership to support the LGBTQIA+ students and families of Santa Cruz City Schools. This group of SCCS K-12 staff and community members work in collaboration to increase awareness of current LGBTQIA+ issues regarding curriculum, climate, policy, and resources. Additionally, the Task Force works to raise awareness and provide timely and appropriate support to LGBTQIA+ students, families, and staff. Meetings are held throughout the school year, and sub-committees allow focused collaboration to meet task force goals.

Since 2016-2017, the Task Force has accomplished the following:

- Created LGBTQIA+ *Safe School Index* in conjunction with “Safe Schools Project” by compiling rating factors for schools to rate safety index of each site through the lens of LGBTQIA+
- Supported LGBTQIA+ events such as Harvey Milk Day
- Created and displayed safe space stickers and window decals in all SCCS classrooms and offices
- Trained teacher cohorts (County-wide) in the areas of History/Health Curriculum
- Provided SB71 Training (LGBTQIA+ Inclusivity)
- Examined Federal/State LGBTQIA+ Legislation to ensure compliance and congruence with district policy
- Provided Parent Education evenings addressing dangers of the internet, gender training, anti-bullying and cyberbullying
- Rainbow Flag Resolution that provides SCCS to fly the rainbow flag during the month of October in honor of LGBTQIA+ History month and between April 12 - June 1 honoring Day of Silence, Harvey Milk’s Birthday and pride month.
- Compiled and made resources available to families via all SCCS schools’ websites and the district website

For 2023-24, the LGBTQIA+ Task Force will continue to provide support to our school communities. Goals for 2023-24 include:

AGENDA ITEM: 8.2.1.1

- Model LGBTQIA+ Pilot Program for our secondary schools and integration of PBIS and LGBTQIA+ positive interactions in elementary schools.
- Provide staff educational trainings and resources to support LGBTQIA+ students
- Implement Gender Affirming Support Plan at all schools
- Research grant funding to purchase top ten LGBTQIA+ Books for SCCS Libraries
- Promote LGBTQIA+ Events such as the Queer, Trans, & Allied Student Summit of the Central Coast - September 30, 2022, and National Coming Out Day - October 11, 2022
- Explore social media/digital applications for additional resources
- Share best practices regarding LGBTQIA+ visibility (e.g. library displays, safe space stickers, LGBTQIA+ events and celebrations).

FISCAL IMPACT:

None

This work supports the following goals and their accompanying metrics:

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

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

Prepared by Casey O'Brien, Director of Student Services

LGBTQIA+ Task Force Update



October 11, 2023

Purpose and Foundation

- **Task force established in 2016-2017 to raise awareness and provide timely and appropriate support to LGBTQIA+ students, families & SCCS staff**
- **Comprised of SCCS K-12 staff and community members**
- **Collaborative monthly meetings throughout the school year**
- **Sub-Committees allow focused collaboration to meet task force goals**
- **Updates to Superintendent**
- **Annual report to the Board of Trustees**



Task Force & Previous Work

- **Created LGBTQIA+ *Safe School Index*** in conjunction with “*Safe Schools Project*”
- **Continued display of safe space stickers & window decals** in *SCCS classrooms & offices*
- **Supported Harvey Milk Day Celebrations**
- **Trained teacher cohorts** (*County-wide*) in the areas of *History/Health Curriculum*
- **Provided SB71 Training** (*LGBTQIA+ Inclusivity*)
- **Examined Federal/State LGBTQIA+ Legislation** to ensure compliance & congruence with district policy
- **Provided Parent Education evenings** addressing dangers of the internet, gender training, anti-bullying & cyberbullying
- **Rainbow Flag Resolution** (see next page)
- **Compiled & made resources available** to families via all *SCCS schools websites & the district website*

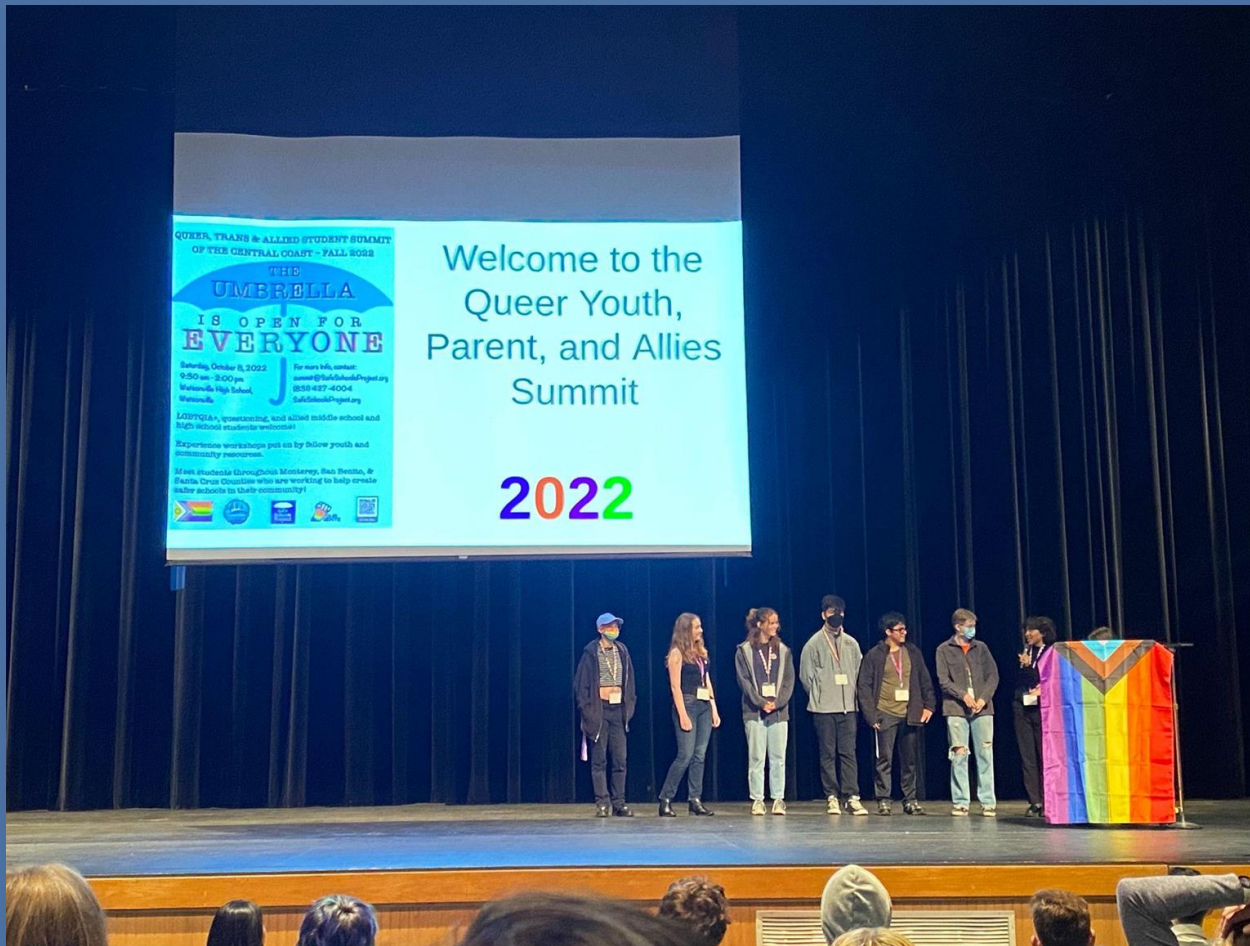


RESOLUTION 02-23-24 Excerpt

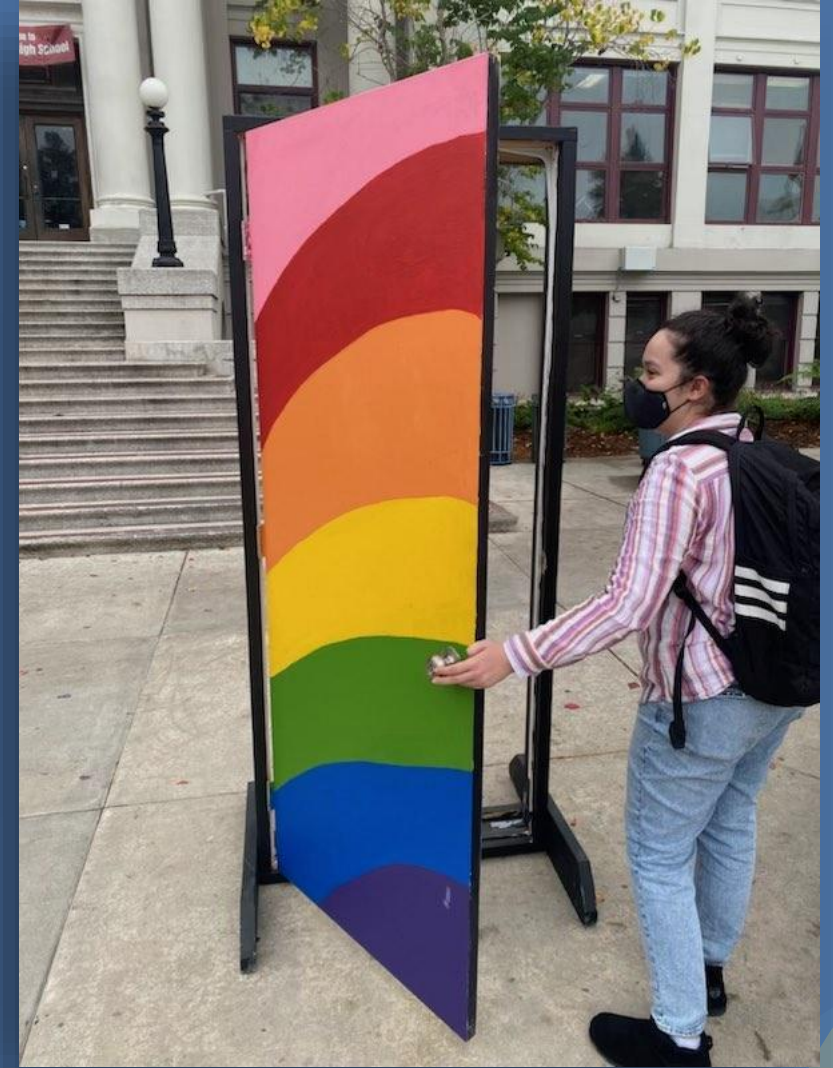
NOW THEREFORE BE IT RESOLVED that the Santa Cruz City School District fly the rainbow flag in Santa Cruz City Schools during the month of October in honor of LGBTQ+(Lesbian, Gay, Bisexual, Transgender queer, and questioning plus) History Month and April 12 - June 1 in honor of the Day of Silence on April 12, Harvey Milk's Birthday on May 22, and Pride Month in June and encourages teachers to teach lessons about LGBTQ+ history in their classrooms aligned with the State History Framework.



Queer Youth Summit 2022



Coming Out Day - Years Past and TODAY!



LGBTQIA+ Task Force Focus for 2023-24

- **Model LGBTQIA+ Pilot Program** *for 4 of our secondary schools and PBIS integration with elementary schools*
- **Provide staff educational trainings** *and resources to support LGBTQIA+ students*
- **Implement Gender Affirming Support Plan** *at all schools*
- **Research grant funding** *to purchase top ten LGBTQIA+ Books for SCCS Libraries*
- **Promote LGBTQIA+ Events** *such as the Queer, Trans, & Allied Student Summit of the Central Coast - September 30, 2023 and National Coming Out Day - October 11, 2022 (TODAY)*
- **Explore social media/digital applications** *for additional resources*
- **Share best practices** *regarding LGBTQIA+ visibility (e.g. library displays, safe space stickers, LGBTQIA+ events and celebrations).*



Special Thanks

to

Rob Darrow & Ron Indra

Safe Schools Project Santa Cruz County



Questions?



SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: LCAP Update: Multi-Tiered Systems of Support (MTSS) Behavioral Supports & Intervention

MEETING DATE: October 11, 2023

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

BACKGROUND:

In a recent national survey, 70% of educator respondents stated that student behavioral disruption has increased since the 2019-2020 school year.

Current behavioral data trends show that there has been an increase in students causing injury to others in elementary and, in secondary, there has been an increase in both causing injury to others and substance abuse. It is important to note that behavior is a form of communication and that misbehavior is a result of anxiety, self-dysregulation and a lack of coping skills. As such, Santa Cruz City Schools has implemented the following critical components of a strong MTSS tiered, behavioral program that includes:

- Alternatives to suspension
- Behavioral systems alignment throughout the district
- Behaviorists
- PBIS Techs (elementary)
- Second Step Curriculum (elementary & middle school)
- Substance abuse education and programs
- Restorative Justice & Trauma-Informed practices
- Vector online educational modules for students
- Expansion of our Positive Behavioral Interventions & Supports program

Further details regarding these components will be expanded upon in the staff report.

FISCAL IMPACT:

Position / Service	Cost & Funding Source
Special Education Behaviorists	\$155,818 Special Ed-Restricted
Elementary PBIS Technicians	\$156,316 LCFF Supplemental-Restricted
Second Step Curriculum	\$33,845 LCFF Base-Unrestricted & Title IV-

AGENDA ITEM: 8.2.1.2

	Restricted
Secondary PBIS Training	\$5,388 ESSER III-Restricted
SWIS Information System	\$1,750 LCFF Base-Unrestricted & Medi-Cal Activities Administrative Program MAA-Restricted
PBIS Site Budgets	\$7,000 LCFF Base-Unrestricted
PBIS Training for High School Teams	\$5,236 ESSER III-Restricted
Vector Contract	\$9,671 Medi-Cal Activities Administrative Program MAA-Restricted

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

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

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



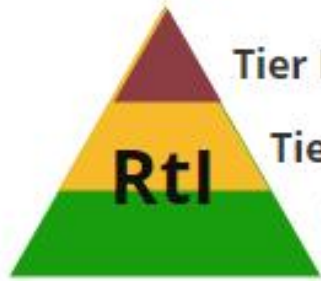
LCAP Update: MTSS Behavioral Interventions & Support

October 11, 2023



MTSS

Under the Umbrella



Tier III - intensive
Tier II - targeted
Tier I - core

Professional Development

Teamwork

School & Community Collaboration

Parental Action

Curriculum Design

Positive Behavior Intervention & Support

Elementary & Secondary Behavior Data Trends

Elementary

trend shows increase in causing injury to others

Secondary

trends higher with substance abuse & causing injury to others



Understanding Student Behavior

Behavior:

- is communication
- has function
- occurs in patterns
- can be changed

Misbehavior is a symptom of:

- anxiety
- self dysregulation
- lack of coping skills



Increased Student Dysregulation

- Increased student dysregulation pre-pandemic led to new behavior protocols and an emergency response team
- Pandemic amplified the issues
- Pattern of increase in students who were exposed to drugs in utero, who struggle with self-regulation

*On a recent national survey, nearly 70% of educators surveyed said **behavioral disruptions had increased** since the 2019-20 school year.*



Alternatives to Suspension & Restorative Justice

- More effective in changing student behavior
- Support academic achievement
- Address school avoidance
- Motivate students
- Helps a student to take ownership of a wrongdoing in order to make it right for those hurt or affected
- Involves the community in helping both the victim *and* the offender
- Acknowledges that those who do wrong need healing as well
- New Vector Contract



Systems Alignment

- Documentation - consistency in Infinite Campus for minor and major behaviors
- Behavior Matrix - a tool that supports objective consequences and interventions for behaviors
- Education Code - differentiation between similar but different codes
- Response to Substance Use - alignment and restorative options



Substance Use Intervention & Response

- Parent & Student Education (vaping & substance abuse)
- Thriving Youth & Communities (TYC)
 - Supports youth wellbeing for ages 12-18
 - Conducts virtual or in-person assessments to find appropriate response/pathway depending on level of use
 - Intervention services provided in place of disciplinary action



Role of Behaviorists

Special education provides behavior support for students requiring Behavior Intervention Services as part of their Individualized Education Programs (IEPs)

Behavior Intervention Services includes:

- Observation and consultation to teachers and other school staff
- Development of Behavior Intervention Plans (BIPs)
- Training/support to staff implementing BIPs



Trauma-Informed Practices

- Increases awareness of trauma exposure and trauma symptoms
- Builds supportive school and classroom communities
- Teaches social-emotional skills
- Counteracts biases and disciplinary practices that can re-traumatize and cause further harm to students
- Helps students understand and effectively cope with the effects of adversity



Positive Behavioral Interventions & Support (PBIS)

- Collaboration with students & educators to define positive school/program-wide expectations
- Aligns classroom expectations with school/program-wide expectations
- Explicitly teaches expectations and skills
- Encourages and acknowledges expected behavior
- Prevents and responds to unwanted behavior in a respectful, instructional manner



Elementary Positive Behavioral Interventions & Support (PBIS)

- Second Step Curriculum - explicit instruction on social and emotional skills
- Schoolwide lessons on behavior expectations, reviewed regularly
- SWIS (Schoolwide Information System) Data System - records incidents, time & location to help identify trends
- PBIS Technicians collaborate with counselors & classroom teachers to support dysregulated students
- Site PBIS Teams monitor behavior data and refine systems



Middle School Positive Behavioral Interventions & Support (PBIS)

- Second Step Middle School Curriculum - explicit instruction on social and emotional skills
- Schoolwide lessons on behavior expectations, reviewed regularly
- Incentives for positive contributions
- Discipline focuses on restorative practices and learning new behaviors
- Site PBIS Teams monitor behavior data and refine systems



Expansion of Positive Behavioral Interventions & Support (PBIS) High School

- High School Student Services Assistant Principals and Teachers attend PBIS training this month
- Site Teams Developed
- January Professional Development Day will include PBIS training for some staff
- PBIS goals included in High School Single Site Plans
- Full implementation in 24-25



Questions?



SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Workforce Housing Project Update

MEETING DATE: October 11, 2023

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

BACKGROUND:

As plans move forward with the Educator Housing project following the successful passage of Measures K & L, staff have prepared an update for keeping the public and Board informed of plans and progress.

FISCAL IMPACT:

\$308,170.00 Bridging Architect Fees - Redevelopment Agency (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.

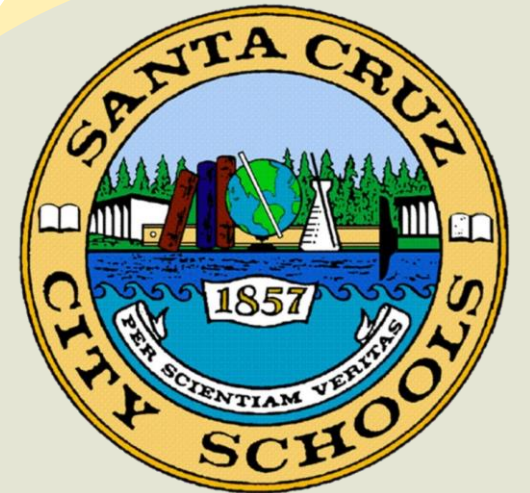
Goal #5: SCCS will maintain a balanced budget and efficient and effective management.

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

Educator Housing Update



October 11, 2023



Why Educator Housing?

- *In past nine years: SCCS lost over 100 teachers to the cost of living in Santa Cruz*
- **95% of job offer declines** *related to housing & cost of living*
- **2023 Santa Cruz Named the Most Expensive Place** *to live in the U.S.*
- *Voiced needs from our employees*



History

- **2015** Began exploring possibility of housing
- **2015-2018** Met with City and County to explore potential development
- **2017** Hired DCG to conduct Housing Feasibility Study - Identified 313 Swift Street as best location for development
- **2016-18** Visited Districts with Housing or Exploring Housing
- Explored Financing Options



History

- **March 2018** Neighbors Meeting
- **2019, 2021 & 2023** Staff Housing Needs Survey
- **December 2019** Contracted with Bridging Architect
- Pre-pandemic plan to build with COP alone became unfeasible with rising construction costs
- **November 2022** Bond Measures K & L for repairing our schools & building educator housing approved by voters
- **2023** Visited Jefferson Union School District & Santa Clara Unified



Project Data

APN 00316132 (OWNED BY SANTA CRUZ CITY SCHOOLS)

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



City of Santa Cruz *Information Sheet*

- **Existing pedestrian access** should be retained (*through Sergeant Derby Park*)
- Located within half-mile buffer of major transit location; no parking required for development project under AB2097. If provided, all Code and design requirements pertain
- Citywide Multifamily Object Design Standards apply if adopted by the California Coastal

Project requirements/limitations based on acreage:

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



Site Analysis

Joint-Use Fields

Gateway School

Headstart

Proposed Educator Housing Site

Adaptive Re-Use

Proposed Easement

Semi-Industrial

Mixed-Use

Delaware Ave
Delaware

Swift Street

Swift St

Delaware Easement Proposal

Delaware Entrance



New Trash Enclosure

NOTES

- DEMOLISH
- (E) TRASH ENCLOSURE AND REMOVE FENCING
- INSTALL NEW
- 17' 0" X 8' 0" CMU TRASH ENCLOSURE WITH METAL ROOF, 4' 0" METAL GATES, AND A MAN GATE PER CITY OF SANTA CRUZ DEVELOPMENT REQUIREMENTS
- ADD FASMENT FOR UT JRL VEHICLE ACCESS TO 313 SWIFT ST
- ADD CROSEWALK FOR FUT. JRL PEDESTRIAN ACCESS TO 313 SWIFT ST



Permits Required



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



Delivery Method: Alternative Design/Build (AB 185)

- **Best value selection method**, in lieu of a specific price the proposal will consist of: design cost, general conditions, overhead, and profit as a component of the project price.
- After award school district evaluates costs based on final design to set the price of construction, and the contract may be subject to further negotiation or amendment.
- Unable to reach an agreement on construction price, the school district may terminate the contract.



Request for Qualifications

RFQ Selected Alternative Design-Build Team (Contractor/Architect) - RFP stage

- **BLACH Construction / DAHLIN**
- **BOGARD CONSTRUCTION Inc. / ehdd & VARA**
- **OTTO CONSTRUCTION / LPS Architecture + Design**

TIMELINE

- | | |
|--|-------------------|
| - Site meeting (mandatory) | September 5, 2023 |
| - Last day for design-build entities to submit questions | October 4, 2023 |
| - Last day for District to respond to questions | October 9, 2023 |
| - Bids or proposals due | October 12, 2023 |
| - District Board awards the contract | November 8, 2023 |



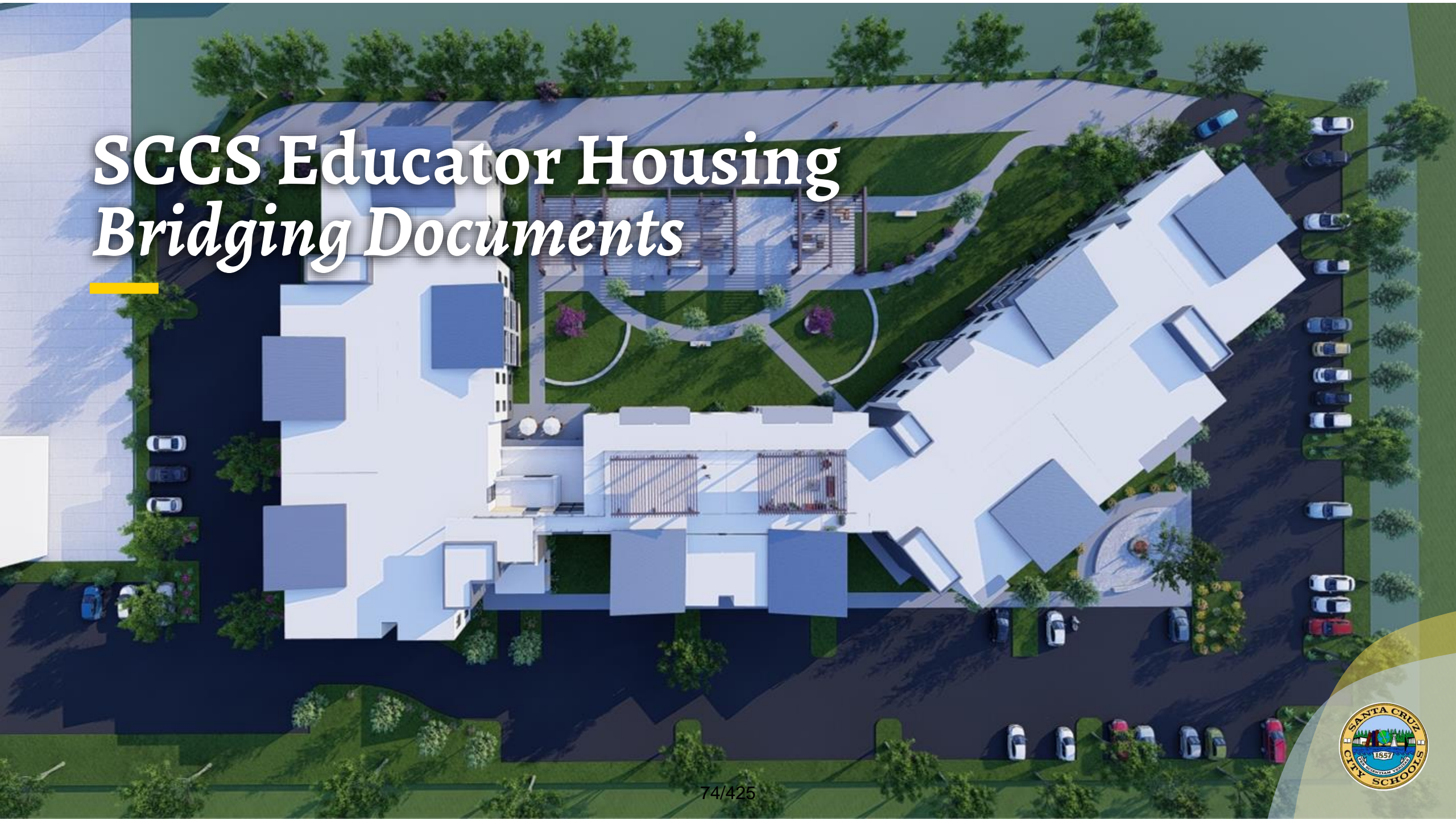
Design & Construction *Guidelines*

BRIDGING DOCUMENTS

- Bridging documents by 19six used for proposal purposes only
- SCCS will select Alternative Build Design team based on best value
- Selected Alternative Build Design team will develop new proforma and design
- Alternative Build Design team will be responsible for design, permitting and construction



SCCS Educator Housing *Bridging Documents*



SCCS Educator Housing *Bridging Documents*



Rough Rendering:

VIEW FROM THE SOUTH



Unit Mix Options

STANDARDS:

Setbacks: 20' / 10'

Height Limit: 50'

Density: FAR 2.5

Parking 140

GOAL: ~ 80 UNITS

Unit mix:

10% Studio

25% 1 BEDROOMS

50% 2 BEDROOMS

15% 3 BEDROOMS

80 UNITS



Milestone Timelines

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

ALTERNATIVE DESIGN BUILD ENTITY
TIMELINES TO PERFORM

DESIGN PERIOD 300 DAYS

CONSTRUCTION PERIOD 660 DAYS

*DOES NOT INCLUDE PERMITTING &
APPROVAL TIMES*

Occupancy Goal – June 2027



Responding to Neighbor Concerns about Traffic

- Negotiations for an Easement
 - Met with property owner (*Wave Crest Development*)
 - Met with tenant (*Cafe Iveta*)
 - Prepared Proposal & Scheduling Follow Up
- Encouraging & supporting bike transportation



Next Steps

- Neighborhood Meeting 10/23/23
- Hiring our Design Build Partners
- Engaging our workforce for input on plans



SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Out of State Travel Request: Special Education Visitations

MEETING DATE: October 11, 2023

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the out of state travel of two special education administrators who will be visiting students placed in residential treatment facilities as per their Individualized Education Plans. Visitations to residential treatment facilities being considered as placement options for students will also occur.

BACKGROUND:

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

FISCAL IMPACT:

Not to exceed \$3,500.00. Special Education (Restricted)

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

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

Goal #5: Santa Cruz City Schools will maintain a balanced budget and efficient and effective management.

Prepared by Stacy O'Farrell, Director of Special Education

AGENDA ITEM: 8.3.1.1

Santa Cruz City Schools

Conference & Travel Request Form



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

Request Date: 9-28-2023 Return To: _____

Name(s): Stacy O'Farrell + Staci Weisman Job Title: SPED ADMIN.

Conference Name: NA

Conference Date(s): Nov. 28 - Dec. 1, 2023

Travel Dates: Departing: 11/28 Time: AM Returning: 12/1 Time: PM

Conference Location: UTAH

What District goal(s) does the conference address?

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

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

This is not a conference. The purpose of travel is
to visit students placed in residential treatment
as per their IEPs.



Substitute Required? Yes No

Overnight Stay? Yes No

Travel by: Car Airplane Other

Estimated Conference Expenses	(Indicate date)				
	11-28	11-29	11-30	12-1	
Conference registration fee					
Meals (\$65/day max, including tip)	130	130	130	130	
Lodging	200	200	200		
Airline fare	800	800			
Mileage: _____ miles @ .655 /mi.					
Other transportation	400				
District Substitute Cost					
Misc/Other	100				
Total Daily Est. Expense					
Total Trip Est. Expense (per person)	1,610			Number of attendees:	2
GRAND TOTAL	3,220				
Funding source (i.e. Title I)	SPECIAL EDUCATION				
District or site expense:	<input checked="" type="checkbox"/> District		<input type="checkbox"/> Site		
Budget account number	01-6500-0-5001-2110-5200-200-0000				

➤ Supervisor's Name: _____ Supervisor's Signature: _____

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

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

DO Use Only

Returned to site finance tech and admin _____
initial

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Overnight International Field Trip Request: Harbor High School IB Film Class

MEETING DATE: October 11, 2023

FROM: Dorothy Cotio, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the overnight international field trip request for Harbor High School second year (seniors) International Baccalaureate Film students to travel to Paris, France from January 22, 2024 to January 28, 2024.

BACKGROUND:

The Harbor High School IB Film Class requests approval to travel to Paris, France, and surrounding areas for the American School of Paris's annual "Clash of the Titans!" Film Competition, January 24-27, 2024. Students will miss school Monday through Friday, January 22-26. Twenty students will attend, accompanied by two staff chaperones. Students and chaperones will travel by air to and from San Francisco to Paris; they will travel to and from the airport by public transport. They will stay at the Hôtel le Quorum, within walking distance to and from the school.

The Harbor High IB Film course is a two-year program open to all students. The course provides the opportunity to study and practice personally and culturally relevant content and complex skills over the course of two years. This course aims to develop students as proficient interpreters and makers of film texts. Through the study and analysis of film texts and practical exercises in film production, students develop critical abilities and appreciation of artistic, cultural, historical, and global perspectives in film. They examine concepts, theories, practices, and ideas from multiple perspectives, challenging their own views to understand and value those of others. Students are challenged to acquire and develop critical thinking, reflective analysis, and the imaginative synthesis through practical engagement in the art, craft, and study of film. Students experiment with film and multimedia technology, acquiring the skills and creative competencies required to successfully communicate through the language of the medium. They develop an artistic voice and learn how to express personal perspectives through film. The course emphasizes the importance of working collaboratively, international, and intercultural dynamics, and an appreciation of the development of film across time and culture.

AGENDA ITEM: 8.3.1.2

“Clash of the Titans - Global Edition” is an event where international schools with strong film programs compete globally. The scheduled dates for this year’s event are January 24th (Wednesday) through 27th (Saturday). Students will be challenged to create a film in less than 48 hours (Thursday and Friday) following specific guidelines. Each film crew team will be composed of members from their participating school. In addition to the challenge of producing a full film in less than 48 hours, they will be competing against high level film students from top schools from around the world. This program gives the students the opportunity to develop a short film for their IB Film Portfolio assessment, which is one component of earning college credit for their high school IB Film course work. The films are viewed, judged, and awards are presented on Saturday, with the possibility of scholarship winnings.

Through this film competition, Harbor High IB Film students will be exposed to and able to connect with international IB students, collaborate with each other, and create a film that could expand their college and career pathways. Planning and filming on site in a limited time challenges, expands and enriches student’s learning beyond the classroom into the real world. Students will gain experience, but also individual and team confidence.

The estimated cost of the trip is \$46,200 for twenty students and two adults. The costs will be covered through fundraising and donations.

FISCAL IMPACT:

\$46,200 Fundraising and Donations (Restricted)

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

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

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

Harbor High IB Film Course

COTT Film Competition General Itinerary -

Sunday to Sunday, 1/21/2024- 1/28/2024

Day 1-2 1/21-22 Fly to Paris

Arrive
Check-in
Lunch/Dinner

Day 2-3 1/22-23 Acclimate and site-seeing

Lunch/Dinner

Day 4 1/24 ASP Competition Begins:

Scavenger Hunt
Film Competition Assignments: genre and location

Day 5 1/25 Pre-production

Day 6 1/26 5 hours film on location

Submit film by 8pm

Day 7 1/27 Screening of Film Festival and Awards Presentations (am); Paris (pm)

Dinner

Day 8 1/28 Check out & Flight to San Francisco

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Purchase Orders, Bids, and Quotes

MEETING DATE: October 11, 2023

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the purchase orders, bids, and quotes from September 12, 2023 through September 27, 2023.

BACKGROUND:

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

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

Purchase Orders:

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

Quotes:

For the purchase of materials and supplies between \$15,000 and \$60,000 more than one quote is required and may be verbal or written. When purchases will be \$15,000 to \$109,300 for contracted work other than Public Works Projects and \$60,000 to \$109,300 for materials and supplies, several vendors are contacted for written quotes/proposals. This process, though not as rigorous as a bid, ensures that the District has involved more than one vendor and will secure a competitive price.

Bids/RFP:

A formal process including advertising to notify prospective bidders, distribution of written specification regarding the work or materials, and compliance with legal guidelines for bidding, must be followed for contracted work other than CUPCAA Public Works Projects projected to cost \$109,300 and over, or for materials and supplies in the sum of \$109,300 or over unless a Cooperative Purchasing Agreement is being utilized under PCC 20118. Under CUPCAA contracts may be awarded up to \$60,000 without additional quotes. Informal bidding procedures are followed for Public Works projects from \$60,000 to \$200,000 and a formal bid

AGENDA ITEM: 8.3.2.1

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

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

Description

Includes Purchase Orders dated 09/12/2023 - 09/27/2023

PO Number	Vendor Name	Requisition Information	Ord Loc	Req Fund	Resource Description	Req Fund Order Amt
PO24-01002	AMAZON CAPITAL SERV	Amazon - Handle w/Care Training Supplies	STUS	01	NO REPORTING RI	200.00
PO24-01003	SHERMAN GARNETT & A	Sherman Garnett & Associates	STUS	01	NO REPORTING RI	131.06
PO24-01004	AMAZON CAPITAL SERV	Amazon Books	STUS	01	NO REPORTING RI	150.00
PO24-01005	AMAZON CAPITAL SERV	OPEN PO SPEC. ED MATERIALS AND SUPPLIES	SQHS	01	SE:STATE LOCAL	340.00
PO24-01006	SC COAST ATHLETIC L	MEASURE T FALL SPORTS DUES/ ATHLETICS	SQHS	01	Measure T	2,550.00
PO24-01007	AURA HARDWOODS INC	OPEN PO FOR LUMBER AND SUPPLIES	SQHS	01	Measure T	1,000.00
PO24-01008	TEXTBOOK WAREHOUSE	KLINE ENGLISH TEXTBOOKS	SQHS	01	LOTTERY:INSTRU(367.71
PO24-01009	FARM DISCOVERY AT L	FIELD TRIP SCHEDULED 9/11	SQHS	01	Strong Workforc	720.00
PO24-01010	PHOENIX CERAMICS SU	OPEN PO FOR PHOENIX/CLASS SUPPLIES	SQHS	01	Measure T	545.00
PO24-01011	AMAZON CAPITAL SERV	Science tools-CTE	BSS	01	Measure T	256.74
PO24-01012	NASCO	VAPA SUPPLIES FOR CLASS	SQHS	01	Measure T	416.87
PO24-01013	SAFEWAY STORES INC	Open PO CTE culinary	BSS	01	CAREER TECHNIC	1,000.00
PO24-01014	AMAZON CAPITAL SERV	Med Tech Classroom Supplies	HHS	01	Measure T	814.69
PO24-01015	WOODWIND AND BRASSV	Open PO for Music Supplies	SCHS	01	Measure T	3,000.00
PO24-01016	GRAY'S MUSICAL INST	Open PO for Instrument Repairs	SCHS	01	Measure T	2,000.00
PO24-01017	THOMAS MUSICAL INST	Open PO for Instrument Repairs	SCHS	01	Measure T	2,000.00
PO24-01018	SOQUEL HIGH SCHOOL	OPEN PO for floral arrangements for school events	SQHS	01	NO REPORTING RI	2,000.00
PO24-01019	APPLE COMPUTER INC	APPLE COMPUTER FOR INSTRUCTIONAL USE	SQHS	01	Measure T	2,362.95
PO24-01020	AMAZON CAPITAL SERV	Open PO for library supplies	MHMS	01	DONATIONS	700.00
PO24-01021	AMAZON CAPITAL SERV	Open PO for LOTE Classroom Supplies	SCHS	01	NO REPORTING RI	250.00
PO24-01022	AMAZON CAPITAL SERV	ASB Leadership Purchases	SCHS	01	ASB FUNDS	2,500.00
PO24-01023	AMAZON CAPITAL SERV	ASB Athletic Purchases	SCHS	01	ASB FUNDS	2,500.00
PO24-01024	VARIDESK LLC	SAFETY/OPEN ORDER STANDING DESKS	HR	01	OTHER RESTRICT	1,000.00
PO24-01025	MOORE TWINING ASSOC	#DLV HVAC INSPECTIONS	M&O	40	2012 SERIES A G	5,136.12
PO24-01026	MOORE TWINING ASSOC	#BV HVAC INSPECTIONS	M&O	40	2012 SERIES A G	6,324.14
PO24-01027	PEARTREE + BELLI AR	WL MODERNIZATION	M&O	21	Bond A Elem	2,402,500.00
PO24-01028	RIVERSIDE COE COLLE	23-24 Riverside COE MOU	CURR	01	A-G SUCCESS	21,100.00
PO24-01029	CAMPUS KIDS CONNECT	WESTLAKE ELOP CKC AFTER SCHOOL PROG	FIN	01	ELO-P	80,000.00
PO24-01030	CAMPUS KIDS CONNECT	DELAVEGA ELOP CKC AFTER SCHOOL PROG	FIN	01	ELO-P	250,000.00
PO24-01031	AMAZON CAPITAL SERV	Open PO / Tittle 1 Sipplies	GAEL	01	BAS GNT LOW-INC	5,600.00
PO24-01032	BOSCO CONSTRUCTION	*DLV COLD STORAGE	M&O	21	Bond A Secondar	335,000.00
PO24-01033	SECUREALL CORPORATI	DW ADDTL DOOR HARDWARE ROUTERS	M&O	21	Bond A Secondar	28,411.30

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

ESCAPE ONLINE

Description

Includes Purchase Orders dated 09/12/2023 - 09/27/2023

PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
PO24-01034	HYATT CORP AGENT CA	2023 California PBIS Conference Hotel Reservation	STUS	01	ELO ESSERIII LL	7,707.15
PO24-01035	PEARTREE + BELLI AR	WL MPO	M&O	21	Bond A Elem	15,500.00
PO24-01036	Nearpod Inc.	Online Software	SCHS	01	LOTTERY:INSTRU	5,400.00
PO24-01037	VIKING PRODUCTS GRO	MHMS ROOF MATERIAL	M&O	21	Bond A Secondar	13,044.38
PO24-01038	BENCHMARK EDUCATION	Benchmark Phonics Intervention Teacher Package	CURR	01	NO REPORTING RI	7,244.44
PO24-01039	MPS	Statistics Textbooks	HHS	01	NO REPORTING RI	5,068.93
PO24-01040	SPEECHRIGHTER INC	SPEECHRIGHTER SERVICES 2023-2024	SPED	01	SE:STATE LOCAL	134,306.49
PO24-01041	CONVERGEONE PAYMEN	CHROMEBOOK LEASE YR 4 OF 5	DO	01	OTHER RESTRICT	169,828.61
PO24-01042	UNIVERSITY OF OREGO	PBISApp- SWIS Annual License	STUS	01	NO REPORTING RI	1,400.00
PO24-01043	SAFWAY A/C 58624	Open PO supplies for nutrition class	BMS	01	NO REPORTING RI	500.00
PO24-01045	BENCHMARK EDUCATION	RTI word cards	WLEL	01	LOTTERY:INSTRU	333.90
PO24-01046	SCHOLASTIC MAGAZINE	Scholastic Magazine	WLEL	01	LOTTERY:INSTRU	182.50
PO24-01047	LAKESHORE LEARNING	Musical instruments for 1st grade classroom	WLEL	01	DONATIONS	124.22
PO24-01048	REALLY GREAT READIN	Vocabulary books for SPED/Speech	SQHS	01	LOTTERY:INSTRU	218.00
PO24-01049	AMAZON CAPITAL SERV	ASB Leadership Purchases	HHS	01	ASB FUNDS	2,500.00
PO24-01050	AMAZON CAPITAL SERV	ASB Athletic Purchases	HHS	01	ASB FUNDS	2,500.00
PO24-01051	SCHOOL SPECIALTY LL	Furniture for TK classroom	WLEL	01	UNIV PRE-K PLAN	457.51
PO24-01052	PERMA BOUND DIVISIO	For AVID-Book Purchase for Class	MHMS	01	LOTTERY:INSTRU	635.97
PO24-01053	BSN SPORTS LLC	CFP - Sports Equipment	SCHS	01	Measure T	2,261.16
PO24-01054	BENCHMARK EDUCATION	Benchmark Phonics Intervention consumables for BV	CURR	01	NO REPORTING RI	1,982.53
PO24-01055	ACCO-WILSON INC DBA	Shields Fabrication	SCHS	01	Measure T	2,000.00
PO24-01056	AMAZON CAPITAL SERV	B40M - SOCKETED BALL STOP NET & POST SYSTEM	M&O	01	ONGOING & MAJO	1,200.00
PO24-01057	SHAKESPEARE PLAY ON	CFP - Shakespeare Workshop	SCHS	01	Measure T	600.00
PO24-01058	RIVERSIDE INSIGHTS	Psych Assessments	SPED	01	SE:STATE LOCAL	1,553.27
PO24-01059	AMAZON CAPITAL SERV	SDC Social Studies Textbooks	SPED	01	SE:STATE LOCAL	657.73
PO24-01060	LINDE GAS & EQUIPME	OPEN PO FOR WELDING SUPPLIES	SQHS	01	C. PERKINS CTE:	1,000.00
PO24-01061	SAN LORENZO LUMBER	OPEN PO FOR WELDING MATERIALS AND SUPPLIES	SQHS	01	C. PERKINS CTE:	1,000.00
PO24-01062	AMAZON CAPITAL SERV	Open PO for Supplies - ASES	BVEL	01	AFTER-SCHOOL E	1,000.00
PO24-01063	PALACE BUSINESS SOL	Open PO for Supplies - ASES	BVEL	01	AFTER-SCHOOL E	500.00
PO24-01064	AMAZON CAPITAL SERV	DVD's	HHS	01	C. PERKINS CTE:	109.01
PO24-01065	DIVISION OF STATE A	HH ATHLETIC FIELD DSA REEXAMINATION	M&O	21	Bond A Secondar	750.00
PO24-01066	CARDIFF PEST CONTRO	OPEN PO FOR PEST CONTROL AT ALL SITES	M&O	01	ONGOING & MAJO	1,000.00
PO24-01067	CARROLL ENGINEERING	HH SOFTBALL TOPOGRAPHY	M&O	21	Bond A Secondar	7,250.00
PO24-01068	BENCHMARK EDUCATION	Benchmark Addtl TK Materials	CURR	01	UNIV PRE-K PLAN	8,665.71
PO24-01069	TEACHERS PAY TEACHE	TP Resource Licenses	SCHS	01	LOTTERY:INSTRU	7,200.00

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ESCAPE ONLINE

Description

Includes Purchase Orders dated 09/12/2023 - 09/27/2023

PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
PO24-01070	PALMER BEHAVIORAL C	BIS Direct/Supervision 2023-24 SY	SPED	01	SE:STATE LOCAL	80,340.00
PO24-01071	POST, CAROLYN R	CSA Carolyn Post 23-24	SUPT	01	NO REPORTING RI	10,000.00
PO24-01072	CAMPUS KIDS CONNECT	CKC Summer Camp CFP July	CURR	01	ELO-P	10,857.50
PO24-01073	UC REGENTS MBAMP	MBAMP PD	CURR	01	ESSER III ARP	2,800.00
PO24-01074	EDPUZZLE INC	23-24 Edpuzzle Licenses	CURR	01	ESSER III ARP	8,800.00
PO24-01075	SANTA CRUZ COE	CFP: SVM I Dues (training @ COE)	CURR	01	ESSER III ARP	5,738.00
PO24-01076	LUNCHASSIST INC	FS Training -KIT Funds	FS	13	KCHN INF&TRNINC	715.00
PO24-01077	BSN SPORTS LLC	Football Jerseys	HHS	01	Measure T	5,367.04
PO24-01078	ANIXTER INC	MH - PANIC BAR SPACERS - DOOR HARDWARE	M&O	01	ONGOING & MAJO	2,809.73
PO24-01079	SAVVAS LEARNING COM	Ark textbooks.Quote 212889-4	BSS	01	LCFF SUPP FUNDI	2,583.76
PO24-01080	AMAZON CAPITAL SERV	Open Ark Books--supplemental	BSS	01	LCFF SUPP FUNDI	1,000.00
PO24-01081	AMAZON CAPITAL SERV	Classroom Supplies	HHS	01	BAS GNT LOW-INC	140.43
PO24-01082	AMAZON CAPITAL SERV	English Dept. Classroom Supplies	HHS	01	BAS GNT LOW-INC	624.75
PO24-01083	COMMUNITY PRINTERS	Business Cards for Grant Writer	EDSV	01	NO REPORTING RI	40.00
PO24-01084	ROYAL COACH TOURS	Field Trip Bus	HHS	01	NO REPORTING RI	3,312.00
PO24-01085	PALACE BUSINESS SOL	ERGO CHAIR FOR BONNY WEINER	SQHS	01	OTHER RESTRICT	547.40
PO24-01086	SCOTT JOHNSON	2023 FORD RANGER - INSTALL LIFTGATE	M&O	01	ONGOING & MAJO	6,080.16
PO24-01087	ROSS RECREATION EQU	BV - LANDSCAPE STRUCTURES DECK & BRIDGE PARTS	M&O	01	ONGOING & MAJO	6,478.80
PO24-01088	CDW GOVERNMENT INC.	Google Workspace for Education Plus	IT	01	NO REPORTING RI	11,782.38
PO24-01089	A SIGN ASAP	Invoice 230447	PERC	01	NO REPORTING RI	274.38
PO24-01090	SAFEWAY STORES INC	Refreshments-various meetings	BVEL	01	DONATIONS	1,000.00
PO24-01091	K&D LANDSCAPING INC	BV- MAINLINE REPAIR & CONCRETE WORK	M&O	01	ONGOING & MAJO	4,087.03
PO24-01092	ROSS RECREATION EQU	GE - PIP SURFACING REPAIRS	M&O	01	ONGOING & MAJO	1,600.00
PO24-01093	CDW GOVERNMENT INC.	Headphones for Lexia English	CURR	01	NO REPORTING RI	523.96
PO24-01094	STAPLES ADVANTAGE	Open Copy paper	BSS	01	NO REPORTING RI	2,000.00
PO24-01095	JOSTENS INC	Diploma covers	BSS	01	NO REPORTING RI	462.08
PO24-01096	ANTHEM SPORTS LLC	Athletic Supplies	HHS	01	Measure T	380.37
PO24-01097	JOSTENS INC	Graduation caps	BSS	01	DONATIONS	447.00
PO24-01098	CDW GOVERNMENT INC.	iPad Cases	SCHS	01	NO REPORTING RI	757.10
PO24-01099	WESTED	WestEd Service Agreement for BV	CURR	01	NO REPORTING RI	22,000.00
PO24-01100	CINTAS CORPORATIONS	OPEN PO FOR CUSTODIAL SUPPLIES FOR ALL SITES	M&O	01	NO REPORTING RI	10,200.00
PO24-01101	ACCO-WILSON INC DBA	SQHS - REPAIR THE AHU UNIT IN THE GYM	M&O	01	ONGOING & MAJO	21,500.00
PO24-01102	CBT NUGGETS LLC	CBT Nuggets - IT Training	IT	01	NO REPORTING RI	5,590.00
PO24-01103	AMAZON CAPITAL SERV	Open PO for Supplies - PBIS	BVEL	01	IPI GF	3,500.00
PO24-01104	CMC NORTH TREASUREF	CMC North Math Conference Registration (Asilomar)	CURR	01	ESSER III ARP	2,310.00
PO24-01105	AMAZON CAPITAL SERV	Math Classroom Supplies	HHS	01	BAS GNT LOW-INC	823.30

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ESCAPE ONLINE

Description

Includes Purchase Orders dated 09/12/2023 - 09/27/2023

PO Number	Vendor Name	Requisition Information	Ord Loc	Req Fund	Resource Description	Req Fund Order Amt
PO24-01106	AMAZON CAPITAL SERV	Books for Monarch Reading and Writing unit	CURR	01	NO REPORTING RI	196.44
PO24-01107	PHIL ALLEGRI ELECTR	SCHS - REPAIR SCOREBOARD FOR FOOTBALL FIELD	M&O	01	ONGOING & MAJO	4,298.00
PO24-01108	AMAZON CAPITAL SERV	open PO for RSP teachers-Gagne, Sutlick & Murgia	MHMS	01	SE:STATE LOCAL	540.00
PO24-01109	AMAZON CAPITAL SERV	open PO for SDC teachers-Hadzis and Alreck	MHMS	01	SE:STATE LOCAL	400.00
PO24-01110	BENCHMARK EDUCATION	Benchamrk Phonics Intervention for WL	CURR	01	NO REPORTING RI	834.75
PO24-01111	DEMCO INC	Open PO for library supplies	MHMS	01	DONATIONS	845.00
PO24-01112	TURF STAR INC.	M&O LAWN MOWER - 010-REELMATER 3100-D	M&O	01	ONGOING & MAJO	43,863.90
PO24-01113	CDW GOVERNMENT INC.	Kajeet Smartbus	IT	01	ESSER III ARP	7,620.00
PO24-01114	BRITE HORIZONS SCHO	Brite Horizons NPS 2023-24 SY	SPED	01	SE:STATE LOCAL	272,400.00
PO24-01115	BARTOS ARCHITECTURE	^GE EMERGENCY SITE EXIT PLANNING	M&O	40	2012 SERIES A G	6,112.50
PO24-01116	BARTOS ARCHITECTURE	^WL EMERGENCY SITE EXIT PLANNING	M&O	40	2012 SERIES A G	7,087.50
PO24-01117	BARTOS ARCHITECTURE	^MHMS EMERGENCY SITE EXIT PLANNING	M&O	40	BUILDING FUND -	6,775.00
PO24-01118	BARTOS ARCHITECTURE	^SCH EMERGENCY SITE EXIT PLANNING	M&O	40	BUILDING FUND -	6,125.00
PO24-01119	BAY SCHOOL, THE	BAY SCHOOL NPS 23-24: FOR IEP MANDATED SERVICES	SPED	01	SE:STATE LOCAL	745,930.40
PO24-01120	BALANCE4KIDS	23-24 /NPA-B4K: IEP MANDATED SERVICES	SPED	01	SE:STATE LOCAL	899,662.21
PO24-01121	CHANGE ACADEMY LAKE	JM Residential Placement 2023-24 SY	SPED	01	SE:STATE LOCAL	259,333.78
PO24-01122	BENCHMARK EDUCATION	Benchmark Phonics Intervention for GAEL	CURR	01	NO REPORTING RI	5,843.25
PO24-01123	COMMITTEE FOR CHILD	Second Step classroom kits for BV	CURR	01	UNIV PRE-K PLAN	1,002.92
PO24-01124	HEGGERTY PHONEMIC A	Reading Curriculum	GAEL	01	BAS GNT LOW-INC	291.70
PO24-01125	SAN LORENZO LUMBER	Tittle 1 GLAD materials and supplies	GAEL	01	BAS GNT LOW-INC	125.00
PO24-01126	ACCO-WILSON INC DBA	SCHS FURNISH & INSTALL VACUUM CONDENSATE	M&O	01	ONGOING & MAJO	43,990.00
PO24-01127	J&D MEAT COMPANY	FS Food purchases - Food 4 Schools Grant	FS	13	LOCAL FOOD	40,967.00
PO24-01128	CELSA ORTEGA VALVID	FS Food Purchases - CDFA Grant	FS	13	CDFA GRANT	5,000.00
PO24-01129	SHIFFLER EQUIPMENT	OPEN PO FOR BATHRM PARTITION PARTS & SUPPLIES	M&O	01	ONGOING & MAJO	5,000.00
PO24-01130	MISSION HILL BLDG O	DO ADA PARKING LOT WORK	M&O	21	Bond A Secondar	32,605.50
PO24-01131	DICK BLICK COMPANY	Art supplies for art teacher Haylee Fox	WLEL	01	Measure U	3,000.00
PO24-01133	Adobe Max c/o Rainf	CFP: Adobe MAX Conference	CURR	01	CAREER TECHNIC	1,295.00
PO24-01134	BOOKSHOP SANTA CRUZ	Open PO for Library	WLEL	01	NO REPORTING RI	500.00
PO24-01135	FOLLETT CONTENT SOL	IB Books	HHS	01	LOTTERY:INSTRU(4,542.62
PO24-01136	LANGUAGE TESTING IN	Online LOTE Testing Software	SCHS	01	LOTTERY:INSTRU(1,200.00

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ESCAPE ONLINE

Description

Includes Purchase Orders dated 09/12/2023 - 09/27/2023

PO Number	Vendor Name	Requisition Information	Ord Loc	Req Fund	Resource Description	Req Fund Order Amt
PO24-01137	PEDRO SAUCE RAMIREZ	TRANSPORTATION TEMP EV	M&O	21	Bond A Secondar	4,500.00
PO24-01138	CDW GOVERNMENT INC.	Lenovo Desktops	WHIT	01	ESSER II	11,485.34
PO24-01139	ATLANTIS PAVING & G	BV STORM DRAIN REPAIR	M&O	21	Bond A Elem	28,590.62
PO24-01141	PHOENIX CERAMICS SU	Open PO - Art Supplies	BVEL	01	Measure U	700.00
PO24-01142	DICK BLICK COMPANY	Open PO - Art Supplies	BVEL	01	Measure U	2,000.00
PO24-01143	AMAZON CAPITAL SERV	Open PO - Art Supplies	BVEL	01	Measure U	1,500.00
PO24-01144	POLAR LEASING COMPA	*DLV TEMP COLD STORAGE	M&O	21	Bond A Secondar	48,393.48
PO24-01145	CALIFORNIA SCHOOL N	CSNO Annual Membership	STUS	01	NO REPORTING RI	124.00
PO24-01146	THE DIVERSITY CENTE	Diversity Center/Safe Schools Project	STUS	01	NO REPORTING RI	9,000.00
PO24-01147	SCHWARZE, JUDY A	Judy Schwarze CSA	STUS	01	NO REPORTING RI	2,250.00
PO24-01148	PENINSULA SPORTS IN	CFP FLAG FOOTBALL ADM FEE/ OFFICIALS	SQHS	01	Measure T	295.00
PO24-01149	SWAY MEDICAL INC	CFP CONC. TESTING	SQHS	01	Measure T	1,000.00
PO24-01150	RIVERSIDE INSIGHTS	Psych Assessments Riverside Insights	SPED	01	SE:STATE LOCAL	311.98
PO24-01151	AMAZON CAPITAL SERV	MS New TK SDC Classroom Material/Supplies	SPED	01	SE:STATE LOCAL	225.39
PO24-01152	AMAZON.COM	Blanket PO for teacher supplies	MHMS	01	NO REPORTING RI	7,000.00
PO24-01153	WPS	WPS OT ASSESSMENTS 23-24	SPED	01	SE:STATE LOCAL	606.90
PO24-01154	PEARSON CLINICAL AS	Pearson OT ASSESSMENTS 23-24	SPED	01	SE:STATE LOCAL	1,993.47
PO24-01155	HOME DEPOT INC	CFP IT SUPPLIES	ITIN	01	NO REPORTING RI	519.93
PO24-01156	SC COUNTY SHERIFF -	SRO 23-24 SC Sheriff	SUPT	01	NO REPORTING RI	87,600.00
PO24-01157	STAPLES ADVANTAGE	CFP STAPLES ORIG PO23-01816	SQHS	01	NO REPORTING RI	594.83
PO24-01158	JW PEPPER & SON INC	CFP JOSE MARIACHI INSTRUCTION SUPPLIES	SQHS	01	Measure T	355.55
PO24-01159	SC CUSTOM SCREEN PR	Band shirts	BVEL	01	DONATIONS	772.92
PO24-01160	CDW GOVERNMENT INC.	CFP LASER JET SUPPLIES/ LIBRARY	SQHS	01	NO REPORTING RI	449.86
PO24-01161	PALACE BUSINESS SOL	ERGO CHAIR FOR LAUREN DE SMIDT	WLEL	01	OTHER RESTRICT	654.35
PO24-01162	PALACE BUSINESS SOL	ERGO CHAIR FOR KRISTEN LENZ	WLEL	01	OTHER RESTRICT	542.59
PO24-01163	CA ASSOC OF SCHOOL	CASC Conference Oct 19-20, 2023	EDSV	01	ESSER III ARP	5,236.00
PO24-01164	AMAZON CAPITAL SERV	Photography Unit Supplies	HHS	01	Measure T	108.46
PO24-01165	SCHOLASTIC INC.	CFP - Scholastic Magazines	SCHS	01	LOTTERY:INSTRU	104.39
PO24-01166	AMAZON CAPITAL SERV	PE instructional materials	WLEL	01	LOTTERY:INSTRU	1,752.37
PO24-01167	PALACE BUSINESS SOL	Open PO ASES Matirials and supplies	GAEL	01	AFTER-SCHOOL E	200.00
PO24-01168	JOSTENS INC	Diploma Covers	SCHS	01	NO REPORTING RI	2,118.94
PO24-01169	BRINKS AWARDS & SIG	Student Trustee Name Plates	SUPT	01	NO REPORTING RI	49.16
PO24-01170	STEPS TO SUCCESS	Steps to Success 2022-23 IEP Services	SPED	01	SE:STATE LOCAL	187.50
PO24-01171	SCHOOLHOUSE EDUCATI	Psychological Processing Analyzer Two-Year License	SPED	01	SE:STATE LOCAL	175.00
PO24-01172	CURRICULUM ASSOCIAT	MS Assessment Order	SPED	01	SE:STATE LOCAL	517.74
PO24-01173	AMAZON CAPITAL SERV	Books for Glad curriculum.	GAEL	01	BAS GNT LOW-INC	175.00
PO24-01174	AMAZON CAPITAL SERV	Med Tech Supplies	HHS	01	C. PERKINS CTE:	690.88

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ESCAPE ONLINE

Description

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PO Number	Vendor Name	Requisition Information	Ordr Loc	Req Fund	Resource Description	Req Fund Order Amt
PO24-01175	APPLE COMPUTER INC	SpEd Apple VPP Credits	SPED	01	SE:STATE LOCAL	3,000.00
PO24-01176	OVERHEAD DOOR COMP	FS Warehouse Repair	FS	13	CHLD NUTR:SCHO	296.39
PO24-01177	BROOKS, SUSAN	FS safety training - KIT Fund	FS	13	KCHN INF&TRNINC	1,600.00
					Total	6,439,095.77

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ESCAPE ONLINE

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Warrant Register

MEETING DATE: October 11, 2023

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the warrants on the Board Payment Report. The report covers vendor warrants issued from September 12, 2023 through September 27, 2023.

Checks Dated 09/12/2023 through 09/27/2023

Check Number	Check Date	Pay to the Order of	Check Amount
1042786	09/18/2023	GLORIA OSEGUEDA	9.00
1042787	09/18/2023	AMAZON CAPITAL SERVICES	12,543.76
		Unpaid Tax	4.34
		Expensed Amount	12,548.10
1042788	09/18/2023	5 STAR STUDENTS	5,220.00
1042789	09/18/2023	ACSIG/EDGE DENTAL ATTN: K DENNIS, EXEC DIR	52,985.00
1042790	09/18/2023	ACSIG/VSP VISION CARE ATTN: K DENNIS, EXEC DIR	6,761.00
1042791	09/18/2023	AMERIGAS PROPANE LP	136.51
1042792	09/18/2023	CATAPULTK12	9,848.50
1042793	09/18/2023	CDW GOVERNMENT INC.	11,227.47
1042794	09/18/2023	CHARTWELL SCHOOL	2,000.00
1042795	09/18/2023	CINTAS CORPORATIONS	261.95
1042796	09/18/2023	COMPLETE MAILING SERVICE INC	821.52
1042797	09/18/2023	CPM EDUCATIONAL PROGRAM	4,632.96
1042798	09/18/2023	CURRICULUM ASSOCIATES INC	1,565.00
1042799	09/18/2023	DICK BLICK CO.	271.17
1042800	09/18/2023	EASTER SEALS CENTRAL CALIF	14,282.05
1042801	09/18/2023	FOLLETT CONTENT SOLUTIONS LLC	2,259.83
1042802	09/18/2023	GOPHER SPORT	1,249.83
1042803	09/18/2023	HARTFORD LIFE	3,692.28
1042804	09/18/2023	HEARTLAND PAYMENT SYSTEMS INC	5,857.00
1042805	09/18/2023	HOME DEPOT INC	619.97
1042806	09/18/2023	HYATT CORP AGENT CAPITOL REGEN HYATT REGENCY SACRAMENTO	7,707.15
1042807	09/18/2023	KYO AUTISM THERAPY, LLC	5,115.64
1042808	09/18/2023	LAKESHORE LEARNING MATERIALS	8,849.90
1042809	09/18/2023	LEARNING WITHOUT TEARS	6,502.19
1042810	09/18/2023	MEDICAL BILLING TECHNOLOGIES	14,850.00
1042811	09/18/2023	NASDAQ CORPORATE SOLUTIONS LLC	3,693.56
1042812	09/18/2023	NEW YORK TIMES	2,288.00
1042813	09/18/2023	P&A ADMINISTRATIVE SERVICES	183.50
1042814	09/18/2023	PALACE BUSINESS SOLUTIONS	414.67
1042815	09/18/2023	PHOENIX CERAMICS SUPPLY	489.22
1042816	09/18/2023	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC	1,101.55
1042817	09/18/2023	PRODUCERS DAIRY FOODS INC	2,740.41
1042818	09/18/2023	ROGER'S REFRIGERATION INC	619.01
1042819	09/18/2023	RYDIN DECAL	684.14
1042820	09/18/2023	SAN LORENZO LUMBER AND HOME CENTER	529.77
1042821	09/18/2023	SAVVAS LEARNING COMPANY LLC	2,281.05
1042822	09/18/2023	SCANTRON CORPORATION	457.22
1042823	09/18/2023	SCHOOL OUTFITTERS	1,711.28
		Unpaid Tax	3.01
		Expensed Amount	1,714.29
1042824	09/18/2023	SCI CONSULTING GROUP	13,791.71
1042825	09/18/2023	SISC	487,810.70
1042826	09/18/2023	SOFTCHOICE CORPORATION	42.63
1042827	09/18/2023	SOLACIUM NEW HAVEN LLC	19,800.00
1042828	09/18/2023	SPROUTS SC	6,785.80
1042829	09/18/2023	STAR AUTISM, INC	1,513.28

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ESCAPE ONLINE

Checks Dated 09/12/2023 through 09/27/2023

Check Number	Check Date	Pay to the Order of	Check Amount
1042830	09/18/2023	STATE OF CALIFORNIA DEPARTMENT OF REHABILITATION	25,704.00
1042831	09/18/2023	SUTTER HEALTH PLUS	477,535.20
1042832	09/18/2023	SYSCO FOOD SERVICES OF SF	6,591.22
1042833	09/18/2023	TEXTBOOK WAREHOUSE	4,877.75
1042834	09/18/2023	THE HARTFORD LTD ATTN: GROUP BENEFITS	4,840.76
1042835	09/18/2023	TRIPLE B CORPORATION	741.30
1042836	09/18/2023	UBEO WEST LLC	170.00
1042837	09/18/2023	UNIVERSITY OF OREGON	350.00
1042838	09/18/2023	VICTOR TREATMENT CENTERS, INC.	17,640.00
1042839	09/18/2023	WATSONVILLE COAST PRODUCE	861.15
1042840	09/18/2023	WESTED ATTN: WESTED OPERATING ACCT	20,250.00
1042841	09/18/2023	WPS	1,576.84
1042842	09/18/2023	AT&T	3,744.62
1042843	09/18/2023	GREENWASTE RECOVERY INC	8,158.37
1042844	09/18/2023	GS DIRECT LLC	4,974.20
1042845	09/18/2023	SANTA CRUZ, CITY OF	441.53
1042846	09/18/2023	SOLARCITY LMC SERIES 1 LLC	2,544.12
1042847	09/18/2023	SOQUEL CREEK WATER DISTRICT	10,454.89
1042848	09/18/2023	T-MOBILE USA INC	2,288.58
1042849	09/18/2023	BUSINESS CARD	5,676.64
1042850	09/18/2023	19SIX ARCHITECTS	20,022.50
1042851	09/18/2023	ALBION ENVIRONMENTAL INC	8,436.44
1042852	09/18/2023	ANIXTER INC	64,016.24
1042853	09/18/2023	ATLANTIS PAVING & GRADING	4,560.00
1042854	09/18/2023	COLBI TECHNOLOGIES INC	1,265.00
1042855	09/18/2023	DILBECK & SONS INC	5,488.31
1042856	09/18/2023	ELITE INTERACTIVE SOLUTIONS LLC	4,160.00
1042857	09/18/2023	MOORE TWINING ASSOCIATES INC	8,166.00
1042858	09/18/2023	PEARTREE + BELLI ARCHITECTS INC	22,654.36
1042859	09/18/2023	PEDRO SAUCE RAMIREZ	25,166.00
1042860	09/18/2023	SC SYSTEMS	2,414.25
1042861	09/18/2023	VIKING PRODUCTS GROUP INC	10,005.22
1042862	09/18/2023	BOOKSHOP SANTA CRUZ INC	37.17
1042863	09/18/2023	CAMPUS KIDS CONNECTION INC	34,584.00
1042864	09/18/2023	CHARTWELL SCHOOL	2,905.00
1042865	09/18/2023	CINTAS CORPORATIONS	257.16
1042866	09/18/2023	COAST PAPER & SUPPLY	3,457.11
1042867	09/18/2023	CONVERGEONE INC	169,828.61
1042868	09/18/2023	CSNA - CA SCHOOL NUTRITION	130.00
1042869	09/18/2023	DOCTORS ON DUTY MEDICAL GROUP	530.00
1042870	09/18/2023	FARM DISCOVERY AT LIVE EARTH	720.00
1042871	09/18/2023	GUTENBERG INC DBA UNIVERSAL PUBLISHING	2,035.61
1042872	09/18/2023	HOME DEPOT INC	36.99
1042873	09/18/2023	KUTA SOFTWARE LLC	1,850.00
1042874	09/18/2023	MUSIC IN MOTION INC	196.00
1042875	09/18/2023	NAPA AUTO PARTS ATTN KEVIN DONOVAN	8.55
1042876	09/18/2023	OLIVER PACKAGING & EQUIPMENT	2,577.60
1042877	09/18/2023	P&A ADMINISTRATIVE SERVICES	276.00

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ESCAPE ONLINE

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1042878	09/18/2023	PALACE BUSINESS SOLUTIONS	121.45
1042879	09/18/2023	PHOENIX CERAMICS SUPPLY	677.39
1042880	09/18/2023	PRODUCERS DAIRY FOODS INC	3,617.00
1042881	09/18/2023	ROGER'S REFRIGERATION INC	192.31
1042882	09/18/2023	SNA DEPOSITORY	146.00
1042883	09/18/2023	STAPLES ADVANTAGE	197.48
1042884	09/18/2023	UBEO WEST LLC	128.92
1042885	09/18/2023	VISTA HIGHER LEARNING INC	9,766.11
		Unpaid Tax	12.72-
		Expensed Amount	9,753.39
1042886	09/18/2023	O'Brien, Casey P	54.14
1042887	09/18/2023	Abreu-Coito, Dorothy	59.30
1042888	09/18/2023	Schutz, Matthew C	128.51
1042889	09/18/2023	Weckler, Rosario	84.32
1042890	09/18/2023	Eldred, Lindsey L	152.12
1042891	09/18/2023	Rowe-Kairys, Katherine	75.00
1042892	09/18/2023	Boyd, Daniel J	51.60
1042893	09/18/2023	Gaona, Mireya	44.78
1042894	09/18/2023	O'Meara, Gregory	242.49
1042895	09/18/2023	Soohoo, Alison	350.38
1042896	09/18/2023	Orea, Rosa	400.00
1043640	09/25/2023	CINCO BOOKS CORP	440.07
1043641	09/25/2023	DELTA CHARTER - CABRILLO	183,304.00
1043642	09/25/2023	AA SAFE & LOCK COMPANY	140.00
1043643	09/25/2023	ACCO ENGINEERED SYSTEMS	23,281.20
1043644	09/25/2023	ACE PORTABLE SERVICES	241.42
1043645	09/25/2023	AMAZON CAPITAL SERVICES	754.47
		Unpaid Tax	.08
		Expensed Amount	754.55
1043646	09/25/2023	APED	289.37
1043647	09/25/2023	APPI	1,588.14
1043648	09/25/2023	B & B SMALL ENGINE REPAIR	198.42
1043649	09/25/2023	BOBBYS PIT STOP INC	1,393.75
1043650	09/25/2023	CARBONIC SERVICE INC	1,299.20
1043651	09/25/2023	CENTRAL HOME SUPPLY	1,290.33
1043652	09/25/2023	CINTAS CORPORATIONS	425.79
1043653	09/25/2023	COAST LOCK & SAFE	404.77
1043654	09/25/2023	COAST PAPER & SUPPLY	5.03
1043655	09/25/2023	COMMUNICATION SERVICE CO	1,646.56
1043656	09/25/2023	CRYSTAL SPRINGS WATER	161.35
1043657	09/25/2023	DONALD C URFER & ASSOCIATES	525.00
1043658	09/25/2023	EWING IRRIGATION PRODUCTS	860.67
1043659	09/25/2023	FERGUSON ENTERPRISES	4,973.15
1043660	09/25/2023	FLYERS ENERGY LLC	2,807.24
1043661	09/25/2023	HOME DEPOT INC	1,006.94
1043662	09/25/2023	INDEPENDENT ELECTRICAL SUPPLY	835.85
1043663	09/25/2023	KELLY MOORE PAINT CO	334.22
1043664	09/25/2023	KELLY MOORE PAINT CO	40.47

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

ESCAPE ONLINE

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Checks Dated 09/12/2023 through 09/27/2023

Check Number	Check Date	Pay to the Order of	Check Amount
1043665	09/25/2023	KNORR SYSTEMS INTERNATIONAL	1,192.31
1043666	09/25/2023	KONE INC	2,059.13
1043667	09/25/2023	PACIFIC COAST TRANE	2,292.00
1043668	09/25/2023	PRIORS TIRES	50.00
1043669	09/25/2023	RIVERSIDE LIGHTING	332.97
1043670	09/25/2023	SAN LORENZO LUMBER AND HOME CENTER	611.34
1043671	09/25/2023	SANTA CRUZ RECORDS MANAGEMENT	90.00
1043672	09/25/2023	SCP DISTRIBUTORS LLC DBA LINCOLN AQUATICS	452.13
1043673	09/25/2023	SUPERIOR ALARM CO	726.50
1043674	09/25/2023	ULINE	214.25
1043675	09/25/2023	UNITED RENTALS	803.15
1043676	09/25/2023	WAXIE SANITARY SUPPLY	4,708.02
1043677	09/25/2023	WESTSIDE HARDWARE	49.97
1043678	09/25/2023	AMAZON CAPITAL SERVICES	8,243.28
		Unpaid Tax	7.59
		Expensed Amount	8,250.87
1043679	09/25/2023	ACCO-WILSON INC	556.30
1043680	09/25/2023	ACES 2020 LLC	44,634.53
1043681	09/25/2023	ATTAINMENT COMPANY, INC	158.81
1043682	09/25/2023	BENCHMARK EDUCATION CO.	1,420.25
1043683	09/25/2023	BOOKSHOP SANTA CRUZ INC	113.97
1043684	09/25/2023	BRISA RANCH LLC	1,073.50
1043685	09/25/2023	CAMPUS KIDS CONNECTION INC	10,857.50
1043686	09/25/2023	CDW GOVERNMENT INC.	89,710.56
1043687	09/25/2023	COAST PAPER & SUPPLY	2,688.70
1043688	09/25/2023	COMMUNITY PRINTERS INC	405.90
1043689	09/25/2023	COMPLETE MAILING SERVICE INC	935.53
1043690	09/25/2023	CURRICULUM ASSOCIATES INC	830.00
1043691	09/25/2023	DANIEL JOHN SIDDENS	1,254.00
1043692	09/25/2023	DANIELSEN CO.	12,422.57
1043693	09/25/2023	DEMCO INC	621.18
1043694	09/25/2023	DICK BLICK CO.	386.29
1043695	09/25/2023	ESGI LLC	1,110.00
1043696	09/25/2023	FAGEN FRIEDMAN & FULFROST LLP	547.50
1043697	09/25/2023	FLINN SCIENTIFIC INC	435.00
1043698	09/25/2023	FOLLETT CONTENT SOLUTIONS LLC	3,871.82
1043699	09/25/2023	GOLD STAR FOODS	21,893.45
1043700	09/25/2023	GRAY'S MUSICAL INSTRUMENTS	650.00
1043701	09/25/2023	JW PEPPER & SON INC	64.03
1043702	09/25/2023	LUNCHASSIST INC	715.00
1043703	09/25/2023	NAPA AUTO PARTS ATTN KEVIN DONOVAN	70.96
1043704	09/25/2023	Nearpod Inc.	5,400.00
1043705	09/25/2023	P & R PAPER SUPPLY COMPANY INC	6,370.21
1043706	09/25/2023	PALACE BUSINESS SOLUTIONS	409.14
1043707	09/25/2023	PENINSULA SPORTS INC	295.00
1043708	09/25/2023	SAFEWAY STORES INC ACCT 58624	39.37
1043709	09/25/2023	SAN LORENZO LUMBER AND HOME CENTER	440.36
1043710	09/25/2023	SCHOOL OUTFITTERS	2,786.75

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

ESCAPE ONLINE

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Checks Dated 09/12/2023 through 09/27/2023

Check Number	Check Date	Pay to the Order of	Check Amount
		Unpaid Tax	5.56
		Expensed Amount	2,792.31
1043711	09/25/2023	SHAKESPEARE PLAY ON	600.00
1043712	09/25/2023	SILKE COMMUNICATIONS INC	776.62
1043713	09/25/2023	SOQUEL HIGH ASB	435.00
1043714	09/25/2023	SOUTHPAW ENTERPRISES, INC	5,886.33
1043715	09/25/2023	SPEECHRIGHTER INC	6,250.00
1043716	09/25/2023	STAPLES ADVANTAGE	1,091.60
1043717	09/25/2023	SYSCO FOOD SERVICES OF SF	1,366.22
1043718	09/25/2023	TEACHERS CURRICULUM INSTITUTE	4,068.44
1043719	09/25/2023	VICTOR TREATMENT CENTERS, INC.	16,328.00
1043720	09/25/2023	SANTA CRUZ MUNICIPAL UTILITIES	22,690.16
1043721	09/25/2023	SPURR	33,214.69
1043722	09/25/2023	CARD SERVICE CENTER	1,740.39
1043723	09/25/2023	BOSCO CONSTRUCTION SERVICES INC	4,303.55
1043724	09/25/2023	CARROLL ENGINEERING INC.	7,250.00
1043725	09/25/2023	DIVISION OF STATE ARCHITECT	750.00
1043726	09/25/2023	SC BUILDERS, INC.	264,856.39
1043727	09/25/2023	ELAN FINANCIAL SERVICES	10,180.12
Total Number of Checks			199
			2,582,929.92

Fund Recap

Fund	Description	Check Count	Expensed Amount
01	GENERAL/COUNTY SCHOOL	165	2,039,988.14
11	ADULT EDUCATION	1	33.98
13	CAFETERIA SPECIAL REVENUE	19	68,071.66
21	BUILDING	12	396,318.71
25	CAPITAL FACILITIES	2	29,193.50
40	SPL RESV CAPITAL OUTLAY PRJ	5	49,331.79
Total Number of Checks		199	2,582,937.78
Less Unpaid Tax Liability			7.86
Net (Check Amount)			2,582,929.92

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

ESCAPE ONLINE

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Disposition of Surplus Property

MEETING DATE: October 11, 2023

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

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

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

FISCAL IMPACT:

None

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

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

SCCS BOARD OF EDUCATION
MEETING OF October 11, 2023
SURPLUS PROPERTY

DEPARTMENT/SCHOOL SITE: Santa Cruz High School, Woodshop (Peter Boscacci)

Special Location	# Copies	Property Description	Year/Age	Condition	Value
	1	Powermatic Lathe, Model 90, Ser#9-2003	End of Life	Not in working condition	\$250
	1	Powermatic Lathe, Model 90, Ser#9-2002	End of Life	Not in working condition	\$250
	1	Powermatic Lathe, Model 90, Ser#990440	End of Life	Not in working condition	\$250
	1	Powermatic Lathe, Model 90, Ser#990331	End of Life	Not in working condition	\$250

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: October 11, 2023

FROM: Molly Parks, Assistant Superintendent of Human Resources

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the certificated personnel actions as submitted.

BACKGROUND:

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

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

- Goal #1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.
- Goal #2: SCCS will create positive, engaging school environments that promote the development of cognitive skills and the social emotional well-being of all students.
- Goal #3: We will eliminate the achievement gaps that currently exist between demographic groups within the SCCS student community.
- Goal #4: We will develop a highly collaborative, professional culture focused on supporting effective teaching.

2023-2024 APPOINTMENTS:

Sara Hetrick, .20 Biology Teacher at Soquel High. Sara's educational background includes a BS in Environmental Science from UC Santa Cruz. She holds a Short-Term Staff Permit for Biological Sciences and an English Learners Authorization. Sara is currently enrolled in UC Santa Cruz's credential/MA program and her status is Temporary. Sara started on September 7, 2023 to help reduce class sizes in Biology that were over contract limits.

Carly Rice, 1.0 2nd Grade Teacher at Westlake Elementary. Carly's educational background includes a BA in Art from Sonoma State University. She holds a Preliminary Multiple Subject Teaching Credential and English Learners Authorization. Carly has one year of teaching experience and completed her student teaching at Gault Elementary. Her status is Temporary.

2023-2024 EXTRA WORK ASSIGNMENTS:

Julia Baginski, AI for English Learners Training, Learning & Achievement, 8/16/23-9/15/23, not to exceed 1 hour

Julia Baginski, Web Leader, Branciforte Middle, 8/1/23-5/31/24, \$1,000 stipend

Thomas Bentley, CTE Meetings, Learning & Achievement, 8/16/23-6/15/24, not to exceed 10 hours

Daniel Bickham, AI for English Learners Training, Learning & Achievement, 8/16/23-9/15/23, not to exceed 1 hour

Daniel Bickham, Computer Science Integration Training, Learning & Achievement, 9/16/23-5/15/24, not to exceed 40 hours

Peter Boscacci, CTE Meetings, Learning & Achievement, 8/16/23-6/15/24, not to exceed 10 hours

Wendy Cavadias, Targeted Intervention Support, Branciforte Middle, 8/16/23-5/31/24, not to exceed 45 hours

Charlene Cheman, AI for English Learners Training, Learning & Achievement, 8/16/23-9/15/23, not to exceed 1 hour

Lindsey Chester, AFE Improv Enrichment, Branciforte Small Schools, 8/16/23-1/15/24, not to exceed 42 hours

Gabriel Cohn, Monthly Math Meetings, Learning & Achievement, 8/16/23-5/15/24, not to exceed 15 hours

2023-2024 EXTRA WORK ASSIGNMENTS (continued)

Sean Crossno, CTE Meetings, Learning & Achievement, 8/16/23-6/15/24, not to exceed 10 hours

Sean Crossno, CTE Mentoring, Learning & Achievement, 7/16/23-6/15/24, not to exceed 35 hours

Georgia Cuddihy, Ethnic Studies Curriculum Development Team, Learning & Achievement, 8/16/23-6/15/24, not to exceed 120 hours

Georgia Cuddihy, Reimagining Historical, Artistic & Literacy Interpretations in the Ethnic Studies Training, Learning & Achievement, 8/16/23-6/15/24, not to exceed 120 hours

Jessica Davidovich, AI for English Learners Training, Learning & Achievement, 8/16/23-9/15/23, not to exceed 1 hour

Laura Delaney, Monthly Math Meetings, Learning & Achievement, 8/16/23-5/15/24, not to exceed 15 hours

Kevin Deutsch, Monthly Math Meetings, Learning & Achievement, 8/16/23-5/15/24, not to exceed 15 hours

Shelby Dong, AI for English Learners Training, Learning & Achievement, 8/16/23-9/15/23, not to exceed 1 hour

Shelby Dong, Computer Science Integration Training, Learning & Achievement, 9/16/23-5/15/24, not to exceed 40 hours

Lauren Elward, Monthly Math Meetings, Learning & Achievement, 8/16/23-5/15/24, not to exceed 15 hours

David Ezroj, Computer Science Integration Training, Learning & Achievement, 9/16/23-5/15/24, not to exceed 40 hours

Stacey Falls, PBIS Team Meeting, Santa Cruz High, 8/16/23-6/15/24, not to exceed 9 hours

Renee Figure, AI for English Learners Training, Learning & Achievement, 8/16/23-9/15/23, not to exceed 1 hour

Meghann Finn, Computer Science Integration Training, Learning & Achievement, 9/16/23-5/15/24, not to exceed 40 hours

2023-2024 EXTRA WORK ASSIGNMENTS (continued)

Kevin Follmer, Monthly Math Meetings, Learning & Achievement, 8/16/23-5/15/24, not to exceed 15 hours

Jack Geier, Ethnic Studies Curriculum Development Team, Learning & Achievement, 8/16/23-6/15/24, not to exceed 120 hours

Sara Goldfarb, AI for English Learners Training, Learning & Achievement, 8/16/23-9/15/23, not to exceed 1 hour

Jeffry Hagar, ELD Planning/Coaching Support, Harbor High, 8/16/23-6/15/24, not to exceed 20 hours

Andrea Harris, Targeted Intervention Support, Branciforte Middle, 8/16/23-5/31/24, not to exceed 45 hours

Joe Hedgecock, Web Leader, Branciforte Middle, 8/1/23-5/31/24, \$1,000 stipend

Pamela Hernandez, ELPAC Tester, Harbor High, 8/16/23-6/15/24, not to exceed 30 hours

Pamela Hernandez, ELPAC Training, Learning & Achievement, 8/16/23-9/15/23, not to exceed 15 hours

Michelle Hubbard, Data Team, Santa Cruz High, 8/16/23-6/15/24, not to exceed 28 hours

Gwendolen Heskett, ELD Planning/Coaching Support, Harbor High, 8/16/23-6/15/24, not to exceed 20 hours

Gwendolen Heskett, Curriculum & Assessment Work, Learning & Achievement, 7/1/23-7/15/24, not to exceed 10 hours

Laurie Hilderbrand, CTE Meetings, Learning & Achievement, 8/16/23-6/15/24, not to exceed 10 hours

Krista Holt, IEP Meeting, Westlake Elementary, 8/16/23-9/15/23, not to exceed 2 hours

Mary Garcia, Social Worker Intern, Soquel High, 7/16/23-6/15/24, \$5,000 stipend

Jennifer James, AI for English Learners Training, Learning & Achievement, 8/16/23-9/15/23, not to exceed 1 hour

Christopher Jimenez, Monthly Math Meetings, Learning & Achievement, 8/16/23-5/15/24, not to exceed 15 hours

2023-2024 EXTRA WORK ASSIGNMENTS (continued)

Dana Johnson, AI for English Learners Training, Learning & Achievement, 8/16/23-9/15/23, not to exceed 1 hour

Peter Johnson, Robotics Enrichment Provider, Mission Hill Middle, 8/16/23-1/15/24, not to exceed 30 hours

Shanna Kiesz, AI for English Learners Training, Learning & Achievement, 8/16/23-9/15/23, not to exceed 1 hour

Chad Kriz, CTE Meetings, Learning & Achievement, 8/16/23-6/15/24, not to exceed 10 hours

Chad Kriz, CTE Mentoring, Learning & Achievement, 7/16/23-6/15/24, not to exceed 55 hours

Hailee Lawton, AI for English Learners Training, Learning & Achievement, 8/16/23-9/15/23, not to exceed 1 hour

Sonia Le, Sewing Enrichment Provider, Mission Hill Middle, 8/16/23-1/15/24, not to exceed 30 hours

Kimberly Lenz, AI for English Learners Training, Learning & Achievement, 8/16/23-9/15/23, not to exceed 1 hour

Christopher Mark, CTE Meetings, Learning & Achievement, 8/16/23-6/15/24, not to exceed 10 hours

Christopher Mark, CTE Mentoring, Learning & Achievement, 7/16/23-6/15/24, not to exceed 35 hours

Carmen Martinez Zuniga, AI for English Learners Training, Learning & Achievement, 8/16/23-9/15/23, not to exceed 1 hour

Christina Mata, CTE Meetings, Learning & Achievement, 8/16/23-6/15/24, not to exceed 10 hours

Sarah Maydole, Monthly Math Meetings, Learning & Achievement, 8/16/23-5/15/24, not to exceed 15 hours

Jeffrey McCormick, PBIS Team Meeting, Santa Cruz High, 8/16/23-6/15/24, not to exceed 9 hours

Catherine McDougall, PBIS Team Meeting, Santa Cruz High, 8/16/23-6/15/24, not to exceed 9 hours

2023-2024 EXTRA WORK ASSIGNMENTS (continued)

Steve McDowell, Monthly Math Meetings, Learning & Achievement, 8/16/23-5/15/24, not to exceed 15 hours

Morgan Moyer, AI for English Learners Training, Learning & Achievement, 8/16/23-9/15/23, not to exceed 1 hour

Peter Nelson, CTE Meetings, Learning & Achievement, 8/16/23-6/15/24, not to exceed 15 hours

Peter Nelson, CTE Mentoring, Learning & Achievement, 7/16/23-6/15/24, not to exceed 35 hours

Stacy Newsom Kerr, Ethnic Studies Curriculum Development Team, Learning & Achievement, 8/16/23-6/15/24, not to exceed 120 hours

Caroline Nicodemus, Ethnic Studies Curriculum Development Team, Learning & Achievement, 8/16/23-6/15/24, not to exceed 120 hours

Marion Noguera, Embroidery Enrichment Provider, Mission Hill Middle, 8/16/23-6/15/24, not to exceed 30 hours

Mary O'Neil, Monthly Math Meetings, Learning & Achievement, 8/16/23-5/15/24, not to exceed 15 hours

Charlene Oatey, AI for English Learners Training, Learning & Achievement, 8/16/23-9/15/23, not to exceed 1 hour

Jacqueline Olin, Computer Science Integration Training, Learning & Achievement, 9/16/23-5/15/24, not to exceed 40 hours

Jessica Oppenheim, World Language Pilot Training, Learning & Achievement, 7/16/23-12/15/23, not to exceed 12 hours

Janis Ost, ELPAC Testing, DeLaveaga Elementary, 8/7/23-6/15/24, not to exceed 14 hours

Laura Pendergraft, Monthly Math Meetings, Learning & Achievement, 8/16/23-5/15/24, not to exceed 15 hours

April Porterfield, AI for English Learners Training, Learning & Achievement, 8/16/23-9/15/23, not to exceed 1 hour

2023-2024 EXTRA WORK ASSIGNMENTS (continued)

Max Prescott, Ethnic Studies Curriculum Development Team, Learning & Achievement, 8/16/23-6/15/24, not to exceed 120 hours

Nikola Ristic, Mindfulness Enrichment Provider, Mission Hill Middle, 8/16/23-6/15/24, not to exceed 30 hours

Leif Rovick, CTE Meetings, Learning & Achievement, 8/16/23-6/15/24, not to exceed 10 hours

Mandy Rubin, Computer Science Integration Training, Learning & Achievement, 9/16/23-5/15/24, not to exceed 40 hours

Stacy Saady, AI for English Learners Training, Learning & Achievement, 8/16/23-9/15/23, not to exceed 1 hour

Jennifer Sanchez, CPM Training, Learning & Achievement, 8/16/23-9/15/23, not to exceed 8 hours

Kathleen Sandidge, AI for English Learners Training, Learning & Achievement, 8/16/23-9/15/23, not to exceed 1 hour

Kathleen Sandidge, Targeted Intervention Support, Branciforte Middle, 8/16/23-5/31/24, not to exceed 45 hours

Jennifer Schmidt, Monthly Math Meetings, Learning & Achievement, 8/16/23-5/15/24, not to exceed 15 hours

Katy Scowcroft, Computer Science Integration Training, Learning & Achievement, 9/16/23-5/15/24, not to exceed 40 hours

Alexandra Simpson, AI for English Learners Training, Learning & Achievement, 8/16/23-9/15/23, not to exceed 1 hour

Donnamaria Stahl, CTE Meetings, Learning & Achievement, 8/16/23-6/15/24, not to exceed 10 hours

Marion Stevens, CTE Meetings, Learning & Achievement, 8/16/23-6/15/24, not to exceed 10 hours

Danielle Sugrue, Monthly Math Meetings, Learning & Achievement, 8/16/23-5/15/24, not to exceed 15 hours

2023-2024 EXTRA WORK ASSIGNMENTS (continued)

Edward Svoboda, CTE Meetings, Learning & Achievement, 8/16/23-6/15/24, not to exceed 10 hours

Alexander Valentin, Social Worker Intern, Soquel High, 7/16/23-6/15/24, \$5,000 stipend

Kamia Weiss-Penzias, Computer Science Integration Training, Learning & Achievement, 9/16/23-5/15/24, not to exceed 40 hours

Sheryl Williams, CTE Meetings, Learning & Achievement, 8/16/23-6/15/24, not to exceed 10 hours

Seth Wilson, CTE Meetings, Learning & Achievement, 8/16/23-6/15/24, not to exceed 10 hours

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Classified Personnel Actions

MEETING DATE: October 11, 2023

FROM: Molly Parks, Asst. Superintendent, Human Resources

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the classified personnel actions as submitted.

BACKGROUND:

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

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

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

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

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

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

CLASSIFIED EMPLOYEE ACTIONS

Reviewed by Director-Classified Personnel: *Keneé Houser 10/2/23*

• Employment Actions Concerning Regular Assignments •

Probationary (New Hires or Temporary Employees Made Regular):

Berry, Helen, Paraeducator-Sped - WL, 5 hrs/9 mos, effective 9/25/23

Grimaldo-Bautista, Fabiola, Food Service Worker I - FS, 3.5 hrs/9 mos, effective 9/18/23

Jimenez-Olivas, Jacqueline, Paraeducator-After School - GA, 2.5 hrs/9 mos, effective 9/25/23

Karst, Katana, Paraeducator & Yard Duty - BV, 3 hrs/9 mos & .75 hrs/9 mos, effective 9/7/23

Leos Cruz, Janessa - DL, Yard Duty .9 hrs/9 mos and Paraeducator 3 hrs/9 mos, effective 9/11/23

Marin, Hector, Paraeducator-Sped - HHS, 5 hrs/9 mos, effective 9/19/23

McCoy, Megan, Instructional Specialist-Band - SCHS, 3.4 hrs/9 mos, effective 8/14/23

Sanchez-Reyes, Emily, Paraeducator-Academic Intervention - BSS, 3.8 hrs/9 mos, effective 9/11/23

Zepeda, Andrew, Food Service Worker I - FS, 3.5 hrs/9 mos, effective 9/8/23

Decrease Hours:

Jaramillo Moreno, Antonio, Maintenance Specialist - M/O, from 8 hrs/12 mos to 6.5 hrs/12 mos, effective 9/25/23

Waters, Peggy, Yard Duty Monitor-DL, from 3.2 hrs/9 mos to 3.05 hrs/9 mos, effective 8/10/23

Lateral Move & Increase Hours:

Elliott Perkins, Pam, from School Administrative Assistant II - BMS, 5 hrs/9 mos to Registrar - BSS, 8 hrs/11 mos, effective 9/20/23

Promotion:

Brandi, Taylor, from Paraeducator-After School - BV, 3.9 hrs/9 mos to Career Development Specialist - Sped, 3.8 hrs/9 mos, effective 9/18/23

Fennell Tortoledo, from Day Custodian - BSS, 8 hrs/12 mos to Maintenance Specialist - M/O, 8 hrs/12 mos, effective 10/5/23

Transfer:

Cardoza Marin, Julio, Night Custodian, 8 hrs/12 mos, from MHMS to BV effective 9/18/23

Iniguez, Enrique, Night Custodian, 8 hrs/12 mos, from BV to MHMS effective 9/18/23

Voluntary Demotion:

Paula Morin, from Lead Account Technician - FIN, 8 hrs/12 mos to Buyer - BUS, 4 hrs/12 mos and Lead Account Technician - FIN, 4 hrs/12 mos, effective 10/1/23

Retirement:

Martinez, Manuel, Warehouse Worker - FS, 8 hrs/12 mos, effective 12/30/23

Separation from Service:

Waltz, Heather, Paraeducator-Sped - WL, 5 hrs/9 mos, effective 9/29/23

Zepeda, Andrew, Food Service Worker I - FS, 3.5 hrs/9 mos, effective 9/15/23

• Short Term (not to exceed 126 days) and Substitutes •

New Substitute and Short-Term Employees:

Berry, Helen, Paraeducator-Sped - Various, effective 9/8/23

Castro, Maria, Paraeducator-Academic Intervention - Various, effective 9/13/23

Jimenez-Olivas, Jacqueline, Paraeducator-Academic Intervention - Various, effective 9/12/23

Gilford, Hanna, Translator - Various, effective 9/8/23

Manzo, Dorothy, Translator - Sped, effective 9/8/23

Marin, Hector, Paraeducator-Sped - Various, effective 9/12/23

Santiago, Atanacio, Night Custodian - Various, effective 9/19/23

Existing Substitute and Short-Term Employees:

Arvilla, Kaia, Paraeducator - WL, not to exceed 3 hrs, 8/16 - 9/15/23

Berry, Helen, Paraeducator-Sped - WL, not to exceed 25.25 hrs, 8/16 - 9/15/23

Castro-Calvillo, Maria, Paraeducator-Academic Intervention - HHS, not to exceed 21 hrs, 9/20 - 10/15/23

Dominique, Jayden, Paraeducator-Academic Intervention - BV, not to exceed 100 hrs, 9/11/23 - 1/15/24

Dominique, Jayden, Yard Duty Monitor - BV, not to exceed 54 hrs, 9/11/23 - 1/15/24

Flores, Elliot, Night Custodian - BSS, not to exceed 160 hrs, 8/16 - 10/15/23

Flores, Elliot, Groundskeeper I - M/O, not to exceed 32 hrs, 8/16 - 12/15/23

Flores, Elliot, Maintenance Specialist - M/O, not to exceed 5 hrs, 8/16 - 9/15/23

Gembe, Emmanuel, Night Custodian - BSS, not to exceed 80 hrs, 8/16/23 - 6/15/24

Gembe, Emmanuel, Night Custodian - M/O, not to exceed 30 hrs, 9/16/23 - 6/30/24

Halverson, Bradley, Paraeducator-After School - BV, not to exceed 115 hrs, 9/11 - 12/15/23

Havens, Tim, Night Custodian - WL, not to exceed 4 hrs, 8/16 - 9/15/23

Hrehorets Guilford, Hanna, Paraeducator-Academic Intervention - BMS, not to exceed 100 hrs,
8/29/23 - 5/30/24

Jones, Emma, Paraeducator - WL, not to exceed 24.4 hrs, 7/16 - 8/15/23

Jones, Emma, Paraeducator-TK - WL, not to exceed 100 hrs, 8/16 - 9/15/23

Kern, Kim, Paraeducator-After School - BV, not to exceed 150 hrs, 8/16 - 12/15/23

Marin, Hector, Behavior Technician-Sped - SP, not to exceed 4 hrs, 8/16 - 10/15/23

Mongiello, Olivia, ELPAC Proctor - BV, not to exceed 13.5 hrs, 8/25 - 9/15/23

Moss, Gavin, Paraeducator-Academic Intervention - MHMS, not to exceed 730 hrs, 8/16/23 -
6/15/24

Navarro Ortiz, Melissa, Office Assistant - WL, not to exceed 13 hrs, 8/16 - 9/15/23

Navarro Ortiz, Melissa, Paraeducator - WL, not to exceed 9 hrs, 8/16 - 9/15/23

Navarro Ortiz, Melissa, Paraeducator-Sped - WL, not to exceed 21 hrs, 8/16 - 9/15/23

Navarro Ortiz, Melissa, Paraeducator-TK - WL, not to exceed 41 hrs, 8/16 - 9/15/23

Ortiz Pantoja, Julian, Night Custodian - BSS, not to exceed 40 hrs, 8/16/23 - 6/15/24

Ortiz Pantoja, Julian, Night Custodian - BV, not to exceed 8 hrs, 9/1/23

Sanchez Ortega, Maria, Night Custodian - WL, not to exceed 24 hrs, 8/16 - 9/15/23

Scruggs, Josephine, Office Assistant - WL, not to exceed 12 hrs, 8/16 - 9/15/23

Scruggs, Josephine, Paraeducator-Academic Intervention - WL, not to exceed 87.5 hrs, 8/16 -
9/15/23

Scruggs, Josephine, Paraeducator-Sped - WL, not to exceed 4 hrs, 8/16 - 9/15/23

Smith, Jennifer, Registrar - SHS, not to exceed 56 hrs, 8/16 - 9/15/23

Stoops, Benjamin, Night Custodian - SCHS, not to exceed 41 hrs, 8/16 - 12/15/23

Stoops, Benjamin, Night Custodian - SHS, not to exceed 100 hrs, 8/15/23 - 6/30/24

Stoops, Benjamin, Night Custodian - WL, not to exceed 16 hrs, 8/15 - 9/16/23

Torres, Moises, Night Custodian - M/O, not to exceed 480 hrs, 9/16/23 - 6/30/24

Tristan Lopez, Alejandra, Paraeducator-Sped - WL, not to exceed 92 hrs, 8/16 - 9/15/23

Regular Employees (Extra Hours, Short-Term Assignments, or Substitute Assignments):

Adams, Erin, Paraeducator-Academic Intervention - BV, not to exceed 4 hrs, 9/11/23

Adler, Jacquie - Registrar - SCHS, not to exceed 32 hrs, 8/16/23 - 6/15/24

Anaya-Mendez, Yesenia, School Administrative Assistant III - HHS, not to exceed 62 hrs, 7/16/23
- 1/15/24

Anguiano Gonzalez, Crystal, Child Care - BMS, not to exceed 10 hrs, 8/16/23 - 5/15/24

Anguiano Gonzalez, Crystal, Paraeducator-After School - BMS, not to exceed 80 hrs, 9/16/23 - 5/30/24

Auble, Sara, Paraeducator-TK - BV, not to exceed 7 hrs, 8/8 - 8/15/23

Ayala Melendres, Cynthia, Child Care - BMS, not to exceed 10 hrs, 8/16/23 - 5/15/24

Blume, Cassandra, Paraeducator-Academic Intervention - GA, not to exceed 10 hrs, 8/16/23 - 6/15/24

Carmichael, Catherine, Child Care - WL, not to exceed 2 hrs, 8/16 - 9/15/23

Carmichael, Catherine, Paraeducator-TK - WL, not to exceed 4 hrs, 8/16 - 9/15/23

Carrillo, David, Campus Safety Supervisor - SPT, not to exceed 90 hrs, 8/16/23 - 6/30/24

Castaneda, Frances, School Bus Driver - TR, not to exceed 60 hrs, 8/16/23 - 1/15/24

Castillo-Musante, Carolyn, Yard Duty Monitor - GA, not to exceed 1 hr, 8/10 - 9/15/23

Cirillo, Rika, Yard Duty Monitor - BV, not to exceed 128 hrs, 8/21 - 12/15/23

Eskilson, Joanna, Behavior Technician-Sped - SP, not to exceed 6 hrs, 8/16 - 10/15/23

Fette, Leslie, Paraeducator-Sped - L/A, not to exceed 7 hrs, 7/16 - 8/15/23

Gonzalez-Macias, Juan, Night Custodian - SCHS, not to exceed 10 hrs, 9/16/23 - 6/15/24

Gorcsi, Joseph, Maintenance Specialist - M/O, not to exceed 32 hrs, 8/16/23 - 6/30/24

Guevara Cruzado, Vanessa, Behavior Technician-Sped - SP, not to exceed 6 hrs, 8/16 - 10/15/23

Hall, Jeffrey, School Bus Driver - TR, not to exceed 20 hrs, 8/16/23 - 1/15/24

Hanson, Kendra, Behavior Technician-Sped - SP, not to exceed 7.5 hrs, 8/16 - 9/15/23

Helm, Mary, Paraeducator - BV, not to exceed 2 hrs, 9/5 - 9/8/23

Hernandez Hernandez, Sergio, Education Technology Specialist - IT, not to exceed 80 hrs, 8/16/23 - 6/30/24

Hernandez Munoz, Erick, Playground/Recess Coach - BV, not to exceed 150 hrs, 8/16/23 - 1/15/24

Hernandez Munoz, Erick, Yard Duty Monitor - BV, not to exceed 185 hrs, 9/1 - 12/15/23

Huerta, Elva, School Bus Driver - TR, not to exceed 90 hrs, 8/16/23 - 1/15/24

Kemerling, Patricia, Site Accounting Technician - SCHS, not to exceed 10 hrs, 8/16 - 12/15/23

Lamendola, Matthew, School Bus Driver-Dispatcher - TR, not to exceed 60 hrs, 8/16/23 - 1/15/24

Layne, Sean, School Bus Driver - TR, not to exceed 35 hrs, 8/16/23 - 1/15/24

Lopez, Areli, Paraeducator-After School - GA, not to exceed 60 hrs, 8/16/23 - 1/16/24

MacEwen, Adam, Education Technology Specialist - IT, not to exceed 80 hrs, 8/16/23 - 6/30/24

Marin, Hector, Behavior Technician-Sped - SP, not to exceed 4 hrs, 8/16 - 10/15/23

Marizette, Gail, Office Assistant - BV, not to exceed 200 hrs, 8/16/23 - 6/15/24
Menefee, Paula, Parent/Community Support Coordinator - BV, not to exceed 20 hrs, 9/5/23 - 6/15/24
Montes Barragan, Mariela, Night Custodian - SCHS, not to exceed 10 hrs, 9/16/23 - 6/15/24
Morning, Gina, Paraeducator-After School - GA, not to exceed 30 hrs, 9/16/23 - 6/15/24
Nava, Hailey, Instructional Specialist-Life Lab - GA, not to exceed 32 hrs, 9/16/23 - 6/15/24
Perez Fuentes, Liliana, Behavior Technician-Sped - SP, not to exceed 6 hrs, 8/16 - 10/15/23
Perry, Terry, Paraeducator-After School - WL, not to exceed 47.5 hrs, 8/16 - 9/15/23
Robles-Ruiz, Rodrigo, Day Custodian - HHS, not to exceed 100 hrs, 8/16/23 - 6/30/24
Saarni, Richard, School Bus Driver - TR, not to exceed 35 hrs, 8/16/23 - 1/15/24
Sanchez Ortega, Martin, Day Custodian - DL, not to exceed 22 hrs, 9/16/23 - 1/15/24
Serna Castaneda, Jessica, ELPAC Proctor - BMS, not to exceed 4.5 hrs, 8/16/23 - 5/31/24
Sihler, Kris, Instructor-Lead School Bus Driver - TR, not to exceed 220 hrs, 7/1/23 - 1/15/24
Sorber, Madeline, ELPAC Proctor - GA, not to exceed 42 hrs, 8/16 - 12/15/23
Stocker, Christina, Paraeducator-After School - BV, not to exceed 22 hrs, 8/10 - 9/15/23
Trayer, Katelyn, Paraeducator-After School - SHS, not to exceed 100 hrs, 9/12/23 - 1/16/24
Weiner, Bonny, Paraeducator-Sped - L/A, not to exceed 7 hrs, 7/16 - 8/15/23

Retired (Short-Term Assignments, or Substitute Assignments):

Jones Jr., Jack, Night Custodian - HHS, not to exceed 100 hrs, 9/6/23 - 6/30/24
Jones Jr., Jack, Night Custodian - SHS, not to exceed 300 hrs, 8/16/23 - 1/15/24
Peregrin, Sharon, School Administrative Assistant IV - MHMS, not to exceed 40 hrs, 8/16/23 - 6/15/24

• **Eligibility Lists Established** •

Administrative Assistant
Office Assistant
Registrar
School Administrative Assistant II
Site Accounting Technician

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Revised Job Description and Salary Placement: System Support Specialist

MEETING DATE: October 11, 2023

FROM: Molly Parks, Assistant Superintendent of Human Resources

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the revised job description and salary placement for the System Support Specialist.

BACKGROUND:

There is currently one employee in this position. This employee sets up and maintains new computer programs that are adopted by the District. Some of these programs include Catapult (Student Services), Kelvin (Student Services), Nutri-Kids (Food Service), Travel Tracker (Transportation), and Asset Management (District-wide). This position maintains the integrity and flow of all data – something that is essential and yet not well defined in any other job description. This position is also responsible for training site employees including Registrars, School Administrative Assistants, and Attendance Technicians. The knowledge of Structured Query Language (SQL) and scripting (Python) are essential to this position. With these changes in job responsibilities, the Personnel Commission placed this position higher on the salary schedule.

The changes were approved by the Personnel Commission on October 3, 2023.

FISCAL IMPACT:

\$12,720 LCFF Base (Unrestricted)

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

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

SANTA CRUZ CITY SCHOOLS

JOB DESCRIPTION

SYSTEM SUPPORT SPECIALIST

DEFINITION: Under the direction of the Director of Information Technology, perform a variety of administrative and technical duties in the management of data in the District's Student Information System (SIS); prepare, process, and file a variety of attendance records and student data information; ensure the accuracy and timeliness of data input and data management; **configure and monitor ad hoc extracts to other data systems.**

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Utilize the District's student information system to process, print and distribute data related to grading, attendance, scheduling, and financials; initiate queries and generate computerized reports for submission to State, Office of Civil Rights, and various other entities; ensure accuracy of input and output data.
- Ensure state certification of student and staff data; disseminate a variety of reports for use by Cabinet; manage integrity of databases by collecting and organizing new and existing student data and modifying student information as required; ensure current student data.
- Provide reports, spreadsheets and other documents as needed for school personnel; prepare reports for outside agencies including educational institutions as requested, including California Longitudinal Pupil Achievement Data System (CALPADS) reports.
- **Backup data extraction and reporting for district, state, and federal accountability and funding requirements.**
- Create user accounts; maintain list serves, support onboarding/offboarding provisioning and reporting for CALPADS.
- Document and disseminate software application procedures for staff use.
- **Develop and implement databases, data collection systems, and other strategies to fit departmental needs.**
- **Acquire data from primary or secondary sources and maintain related District data systems.**
- **Lead training in data best practices, data standards, and data policies.**
- **Assist with data integrity to ensure accuracy of District data.**
- **Provide technical support and maintenance to district websites as needed.**
- Conduct in-service training in the district's own student information system.
- Drive a vehicle to conduct work.

OTHER DUTIES:

- Perform related duties as assigned.

REQUIRED QUALIFICATIONS:

Education and Experience:

- Any combination equivalent to graduation from high school and two years of experience in a technical field which demonstrates the ability to perform the duties of this position.
- A thorough knowledge of productivity platforms (Microsoft 365 or Google Workspace).

- Must have knowledge and experience extracting, aggregating, and importing data to/from spreadsheets and databases.

Licenses and other Requirements:

- Valid California Class C Driver's License.

Knowledge of:

- Student information systems, spreadsheet, and data processing systems.
- Structured Query Language (SQL) and relational database management.
- Scripting (API, JavaScript, PowerShell, Python).
- Principles of data management, organization, and flow.
- Principles, methods, and procedures of operating computers and peripheral equipment.
- Interpersonal skills including tact, patience, and courtesy.
- Oral and written communication skills.
- Graduation requirements, high school curriculum and other school policies related to the enrollment of students.
- Correct English usage, punctuation, spelling, and grammar.
- Statistical record-keeping and report-writing techniques.

Ability to:

- Perform a variety of technical duties in the management of the student information database for an assigned school.
- Create and maintain school and student database(s) for information and analysis.
- Ensure accuracy of data input and management.
- Coordinate departments to comply with project timelines throughout the school year.
- Manage the accuracy databases to compile statistical reports.
- Type or input data at an acceptable rate of speed.
- Maintain confidentiality of student information.
- Establish and maintain cooperative and effective working relationships with others.
- Prepare comprehensive statistical reports.
- Prioritize and schedule work.
- Meet schedules and timelines.
- Verify accuracy of data input and output.

WORKING CONDITIONS:

Work Environment:

- Indoor/Office environment.
- Constant interruptions.
- Drive a vehicle to conduct work.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Hearing and speaking to exchange information.

- Seeing to read a variety of materials.
- Sitting for extended periods of time.
- Bending at the waist, kneeling, or crouching to file materials.

The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed.

Approved by Personnel Commission: 10/3/23

Approved by Governing Board: TBD - Meeting on 10/11/23

Salary Range: 37

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Variable Term Waiver: Special Day Class Teacher

MEETING DATE: October 11, 2023

FROM: Molly Parks, Assistant Superintendent of Human Resources

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the variable term waiver request as submitted.

BACKGROUND:

California Education Code 44252(b) stipulates that all candidates for a California teaching credential pass the California Basic Educational Skills Test (CBEST). All credential candidates who complete their credential programs in California must fulfill this requirement as a precursor to entering a teacher preparation program. The District requests approval of a Variable Term Waiver for a full-time SAIL Special Day Class Teacher who has registered to take the CBEST Exam Fall 2023. Upon successful passage, the teacher will enroll in the education specialist instruction program at CSU Monterey Bay. We expect the teacher to pass successfully and start the credential program January 2024 with an anticipated completion date of December 2025. While enrolled in the program, the teacher will hold an Intern Education Specialist Instruction Credential for Mild to Moderate Disabilities, an Autism Spectrum Disorder Authorization, and an English Learners Authorization.

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

Santa Cruz City Schools
Request for Approval of Variable Term Waiver

Pursuant to Education Code 44252(b), an employee who has yet to pass the California Basic Educational Skills Test (CBEST) may be granted a waiver. Board authorization is requested for the following certificated individual to be employed on a Variable Term Waiver while awaiting passage of the CBEST during the 2023-2024 school year.

The applicant is a 1.0 SAIL Special Day Class Teacher at Harbor High. The applicant’s educational background includes BA in Psychology from San Jose State University. The applicant also has four years of experience as a Special Education Behavior Technician in our SAIL program and is bilingual (Spanish).

Approval of this waiver application request is granted this 11th day of October 2023.

_____ Ayes
_____ Noes
_____ Absent

Board President

Date



Commission on Teacher Credentialing
 Certification Division
 ATTN: Waiver Unit
 1900 Capitol Avenue
 Sacramento, CA 95811-4213

Email: waivers@ctc.ca.gov
 Website: www.ctc.ca.gov

CTC Use Only

CTC Use Only
 W Z

VARIABLE TERM WAIVER REQUEST (WV1 Form)

Requests must be prepared by the employing agency, not the applicant. All materials must be typewritten or computer generated and sufficiently clear to photocopy. This form must be used for **first time and subsequent waivers only**.

1. EMPLOYING AGENCY (include mailing address)	County/District CDS Code	Contact Person:
Santa Cruz City Schools 133 Mission Street Suite 100 Santa Cruz, CA 95060	44/69825	Desiree Dominguez Telephone #: 8314293410
NPS/NPA (list county code _____)		E-Mail: ddominguez@sccs.net

2. APPLICANT INFORMATION:

Social Security or Individual Tax Identification Number:

All applicants must answer professional fitness questions (see #11). In addition, if fingerprint clearance is not on file at CTC, a completed Live Scan receipt (41-LS) must be submitted with this waiver request. If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

Full Legal Name _____
First Middle Last

Former Name(s) _____ Birth Date _____

Applicant's Mailing Address _____

Phone# _____ Email _____

Waiver Title Basic Skills Requirement Waiver

(List the specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment Special Day Class Teacher, grades 9-12

Indicate specific position and grade level (e.g. chemistry teacher, grades 11-12)

- For bilingual assignment list LANGUAGE: Spanish
- Is this a full time position? Yes No
- If not, indicate how many periods a day the individual will be teaching the waiver assignment(s) 6
- Is this a subsequent waiver? (see #9 for additional information) Yes No

3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: EC 44252(b)

4. EFFECTIVE DATES

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification *must* be included if the expiration date extends beyond the term, track or year.

Effective Dates (mm/dd/yyyy): 9 / 1 / 2023 to 8 / 30 / 2024

Ending date of school term, track, or year: 6 / 30 / 2024

5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE SHORTAGE AREA FOR THE ASSIGNMENT

- Special Education
- Clinical or Rehabilitative Services
- Speech-Language Pathology Services
- Driver Education and Training
- 30-Day Substitute

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

No copies are necessary if this is a recognized high incidence area.

- Advertised in local/national newspapers
- Advertised in professional journals
- Attended job fairs in California
- Attended recruitment out-of-state
- Contacted IHE placement centers
- Distributed job announcements
- Internet

Other held district recruitment fair

c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

6. NON STATEWIDE NON SHORTAGE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

- | | |
|---|--|
| <input type="checkbox"/> Administrative Services | <input type="checkbox"/> Multiple Subject Teaching |
| <input type="checkbox"/> Single Subject Teaching (all subject areas) | <input type="checkbox"/> Pupil Personnel Services: Counseling, Psychology, Social Work |
| <input type="checkbox"/> Designated Subjects – except driver education and training | <input type="checkbox"/> Reading Specialist/Certificate |
| <input type="checkbox"/> Teacher Librarian Services | <input type="checkbox"/> Teacher of English Learner Students |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

Copies of announcements, advertisements, web site registration, etc. **must** be attached.

The employer must verify **all** of the following:

- Distributed job announcements
- Contacted IHE placement centers
- Internet (i.e. www.edjoin.org)

Optional recruitment methods:

- Advertised in local/national newspaper
- Attended job fairs in California
- Attended recruitment out-of-state
- Advertised in professional journals

Other _____

c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

How many individuals credentialed in the authorization of the waiver request applied for the position? _____

How many individuals credentialed in the authorization of the waiver request were interviewed? _____

What were the results of those interviews? (Please indicate answers in numbers)

- _____ Applicant(s) withdrew
- _____ Candidate(s) declined job offer
- _____ Candidate(s) found unsuitable for the assignment

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

e. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL
List the requirements that the applicant must complete to be eligible for the credential along with the credential goal and target date by which he or she plans to complete those requirements

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE
CBEST Passage	12/29/2023
Enroll in Mild/Moderate Credential Program	01/31/2024

8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER

By assigning this individual, the employing agency makes a commitment to provide orientation, guidance and assistance to the applicant, as feasible, in completing the requirement(s) listed above.

Name _____ Position _____

9. SUBSEQUENT WAIVER REQUESTS

- Attach a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.
- Attach supporting documentation

10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

- Yes
 No
 Not applicable (program completion is not a requirement)

11. PROFESSIONAL FITNESS QUESTIONS (to be answered by the applicant)
Answers to the following questions are required. **If you answer yes to any question, you must complete the corresponding Professional Fitness Explanation Form.**

Before granting your application, the Commission will review, at a minimum:

- Federal Bureau of Investigation criminal history (rap sheet)
- California Department of Justice criminal history (rap sheet)
- International database of teacher misconduct maintained by the National Association of State Directors of Teacher Education and Certification (NASDTEC)
- Previous reviews by the Commission
- Complaints from others
- Notifications from school districts
- Teacher preparation test score violations

You must disclose misconduct, even if:

- It happened a long time ago
- It happened in another state, federal court, military or jurisdiction outside the United States
- You did not go to court and your attorney went for you
- You did not go to jail or the sentence was only a fine or probation
- You received a certificate of rehabilitation
- Your conviction was later dismissed (even if under Penal Code section 1203.4), expunged, set aside or the sentence was suspended



WARNING: You will be required to sign your application under penalty of perjury; by doing so you are also stating that you understand:

- That the information you provide is true and correct;
- That you understand any and all instructions related to your application;
- Failure to disclose any information requested is falsification of your application and the Commission may reject or deny your application or take disciplinary action against your credential;
- The Commission may reject your application if it is incomplete and it will be delayed.

a. Have you ever been:

- dismissed or,
- non-reelected or,
- suspended without pay for more than ten days, or
- retired or,
- resigned from, or otherwise left school employment

because of **allegations of misconduct** or while **allegations of misconduct** were pending?

Yes

No

b. Have you ever been convicted of any felony or misdemeanor in California or any other place?
You must disclose:

- all criminal convictions
- misdemeanors and felonies
- convictions based on a plea of no contest or nolo contendere
- convictions dismissed pursuant to Penal Code Section 1203.4
- driving under the influence (DUI) or reckless driving convictions
- no matter how much time has passed

You do not have to disclose:

- misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.
- Infractions (DUI or reckless driving convictions are not infractions)

Yes

No

c. Are you currently the subject of any inquiry or investigation by any law enforcement agency or any licensing agency in California or any other state?

Yes

No

d. Are any criminal charges currently pending against you?

Yes

No

e. Have you ever had any credential, including but not limited to, any Certificate of Clearance, permit, credential, license or other document authorizing public school service, revoked, denied, suspended, publicly reprovod, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

Yes

No

f. Have you ever had any professional or vocational (not teaching or educational) license revoked, denied, suspended, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

Yes

No

12. CHILD ABUSE AND NEGLECT MANDATED REPORTING (to be answered by the applicant)

As a document holder authorized to work with children, it is part of my professional and ethical duty to report every instance of child abuse or neglect known or suspected to have occurred to a child with whom I have professional contact.

I understand that I must report immediately, or as soon as practicably possible, by telephone to a law enforcement agency or a child protective agency, and will send a written report and any evidence relating to the incident within 36 hours of becoming aware of the abuse or neglect of the child.

I understand that reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person is not a substitute for making a mandated report to a law enforcement agency or a child protective agency.

I understand that the reporting duties are individual and no supervisor or administrator may impede or inhibit my reporting duties.

I understand that once I submit a report, I am not required to disclose my identity to my employer.

I understand that my failure to report an instance of suspected child abuse or neglect as required by the Child Abuse and Neglect Reporting Act under Section 11166 of the Penal Code is a misdemeanor punishable by up to six months in jail or by a fine of one thousand dollars (\$1,000), or by both that imprisonment and fine.

I acknowledge and certify that as a document holder, I will fulfill all the duties required of a mandated reporter.

I agree

13. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES

Public School District: Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #14 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

1. A candidate who is qualified to participate in an approved internship program in the region of the school district
2. An individual who is scheduled to complete initial preparation requirements within six months

County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency: Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #15 below, the person signing verifies that there were no objections to this waiver request.

14. APPLICANT'S CERTIFICATION

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be discussed.

I hereby certify (or declare) under penalty of perjury under the laws of the State of California that all of the foregoing statements in this application are true and correct.



Signature of Applicant
(Sign full legal name as listed in #2)

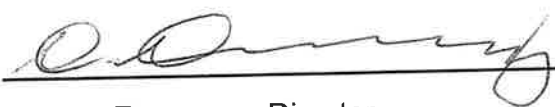
9/26/23

Date

15. EMPLOYING AGENCY CERTIFICATION *(To be signed by district or county superintendent, personnel administrator, NPS/NPA administrator, or designee.)*

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions. If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

Signature: 
Title: Human Resources Director
Date: 9/25/23

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Variable Term Waiver: Music Teacher

MEETING DATE: October 11, 2023

FROM: Molly Parks, Assistant Superintendent of Human Resources

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the variable term waiver request as submitted.

BACKGROUND:

California Education Code 44252(b) stipulates that all candidates for a California teaching credential pass the California Basic Educational Skills Test (CBEST). All credential candidates who complete their credential programs in California must fulfill this requirement as a precursor to entering a teacher preparation program. The District requests approval of a Variable Term Waiver for a full-time Music Teacher who has registered to take the CBEST Exam Fall 2023. Upon successful passage, the teacher will enroll in the single subject teacher credentialing program at CSU East Bay. We expect the teacher to pass successfully and start the credential program January 2024 with an anticipated completion date of December 2025. While enrolled in the program, the teacher will hold an Intern Single Subject Teaching Credential for Music and an English Learners Authorization.

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

Santa Cruz City Schools
Request for Approval of Variable Term Waiver

Pursuant to Education Code 44252(b), an employee who has yet to pass the California Basic Educational Skills Test (CBEST) may be granted a waiver. Board authorization is requested for the following certificated individual to be employed on a Variable Term Waiver while awaiting passage of the CBEST during the 2023-2024 school year.

The applicant is a 1.0 Music Teacher at Santa Cruz High and Soquel High. The applicant’s educational background includes a BA in Music Performance from the University of the Pacific, and he has three years of teaching experience.

Approval of this waiver application request is granted this 11th day of October 2023.

_____ Ayes
_____ Noes
_____ Absent

Board President

Date



CTC Use Only

CTC Use Only
 W Z

VARIABLE TERM WAIVER REQUEST (WV1 Form)

Requests must be prepared by the employing agency, not the applicant. All materials must be typewritten or computer generated and sufficiently clear to photocopy. This form must be used for **first time and subsequent waivers only**.

1. EMPLOYING AGENCY (include mailing address) Santa Cruz City Schools 133 Mission Street Suite 100 Santa Cruz, CA 95060 NPS/NPA (list county code _____)	County/District CDS Code 44/69825	Contact Person: Desiree Dominguez Telephone #: 8314293410 EMail: ddominguez@sccs.net
---	--	---

2. APPLICANT INFORMATION:

Social Security or Individual Tax Identification Number:

All applicants must answer professional fitness questions (see #11). In addition, if fingerprint clearance is not on file at CTC, a completed Live Scan receipt (41-LS) must be submitted with this waiver request. If needed, a review by the Division of Professional Practices will be concluded before a waiver approval letter will be issued.

Full Legal Name _____
First Middle Last

Former Name(s) _____ Birth Date _____

Applicant's Mailing Address _____

Phone# _____ Email _____

Waiver Title Basic Skills Requirement Waiver

(List the specific title and subject area of the credential that authorizes the assignment. Note that the subject must be one that is available under current regulations.)

Assignment Music, grades 9-12

Indicate specific position and grade level (e.g. chemistry teacher, grades 11-12)

- For bilingual assignment list LANGUAGE: _____
- Is this a full time position? Yes No
- If not, indicate how many periods a day the individual will be teaching the waiver assignment(s) 5
- Is this a subsequent waiver? (see #9 for additional information) Yes No

3. EDUCATION CODE OR TITLE 5 SECTION TO BE WAIVED

Specific section(s) covering the assignment: EC 44252(b)

4. EFFECTIVE DATES

Waivers are dated effective the beginning date of service. Provide the ending date of your school term, track or year below. A justification *must* be included if the expiration date extends beyond the term, track or year.

Effective Dates (mm/dd/yyyy): 9 / 1 / 2023 to 8 / 30 / 2024

Ending date of school term, track, or year: 6 / 30 / 2024

5. STATEWIDE HIGH INCIDENCE AREA WAIVER REQUESTS:

a. INDICATE THE SHORTAGE AREA FOR THE ASSIGNMENT

- Special Education
- Clinical or Rehabilitative Services
- Speech-Language Pathology Services
- Driver Education and Training
- 30-Day Substitute

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

No copies are necessary if this is a recognized high incidence area.

- Advertised in local/national newspapers
- Advertised in professional journals
- Attended job fairs in California
- Attended recruitment out-of-state
- Contacted IHE placement centers
- Distributed job announcements
- Internet

Other _____

c. IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

6. NON STATEWIDE NON SHORTAGE AREA WAIVER REQUESTS:

a. INDICATE THE LOW INCIDENCE AREA FOR THE ASSIGNMENT

- | | |
|---|--|
| <input type="checkbox"/> Administrative Services | <input type="checkbox"/> Multiple Subject Teaching |
| <input checked="" type="checkbox"/> Single Subject Teaching (all subject areas) | <input type="checkbox"/> Pupil Personnel Services: Counseling, Psychology, Social Work |
| <input type="checkbox"/> Designated Subjects – except driver education and training | <input type="checkbox"/> Reading Specialist/Certificate |
| <input type="checkbox"/> Teacher Librarian Services | <input type="checkbox"/> Teacher of English Learner Students |

b. INDICATE WHAT WAS DONE THIS YEAR TO LOCATE AND RECRUIT INDIVIDUALS TO FILL THIS POSITION

Copies of announcements, advertisements, web site registration, etc. **must** be attached.

The employer must verify **all** of the following:

- Distributed job announcements
- Contacted IHE placement centers
- Internet (i.e. www.edjoin.org)

Optional recruitment methods:

- Advertised in local/national newspaper
- Attended job fairs in California
- Attended recruitment out-of-state
- Advertised in professional journals

Other district recruitment fair

c. PROVIDE DETAILED INFORMATION ABOUT THE RESULTS OF RECRUITMENT EFFORTS. BE SURE TO ANSWER EACH OF THE FOLLOWING QUESTIONS:

How many individuals credentialed in the authorization of the waiver request applied for the position? 6

How many individuals credentialed in the authorization of the waiver request were interviewed? 3

What were the results of those interviews? (Please indicate answers in numbers)

 Applicant(s) withdrew
2.00 Candidate(s) declined job offer
 Candidate(s) found unsuitable for the assignment

d. PROVIDE THE SPECIFIC EMPLOYMENT CRITERIA FOR THE POSITION

What special skills and knowledge are needed to successfully perform in this position? These should also be described in your recruitment advertisements and announcements.

BA in Music, experience instructing music and experience with students.

e. **IF THIS IS AN INITIAL WAIVER REQUEST, EXPLAIN WHAT MAKES THE APPLICANT THE BEST CANDIDATE**

Include detailed information about the individual's professional preparation and expertise in the subject/area requested and attach appropriate documentation including transcripts, examination score reports, and verification of experience.

_____ holds a BA in Music Performance and has three years experience teaching music.

7. REQUIREMENTS AND TARGET COMPLETION DATES FOR REACHING CREDENTIAL GOAL

List the requirements that the applicant must complete to be eligible for the credential along with the credential goal and target date by which he or she plans to complete those requirements

PROGRAM, COURSE, EXAMINATION, EXPERIENCE	TARGET COMPLETION DATE
CBEST Passage	12/29/2023
Enroll in <i>Single Subject Program</i>	01/31/2024

8. LIST THE NAME AND POSITION OF THE PERSON ASSIGNED TO PROVIDE SUPPORT AND ASSISTANCE TO THE APPLICANT DURING THE TERM OF THIS WAIVER

By assigning this individual, the employing agency makes a commitment to provide orientation, guidance and assistance to the applicant, as feasible, in completing the requirement(s) listed above.

Name _____ Position _____

9. SUBSEQUENT WAIVER REQUESTS

- Attach a copy of a personnel evaluation that verifies the applicant served satisfactorily in the position authorized by the previous waiver.
- Attach supporting documentation

10. IS THIS EMPLOYING AGENCY GEOGRAPHICALLY ISOLATED?

Would the applicant have to travel more than 1 1/2 hours one-way to attend an institution with an approved program to meet the credential goal?

- Yes
 No
 Not applicable (program completion is not a requirement)

11. PROFESSIONAL FITNESS QUESTIONS (to be answered by the applicant)

Answers to the following questions are required. **If you answer yes to any question, you must complete the corresponding Professional Fitness Explanation Form.**

Before granting your application, the Commission will review, at a minimum:

- Federal Bureau of Investigation criminal history (rap sheet)
- California Department of Justice criminal history (rap sheet)
- International database of teacher misconduct maintained by the National Association of State Directors of Teacher Education and Certification (NASDTEC)
- Previous reviews by the Commission
- Complaints from others
- Notifications from school districts
- Teacher preparation test score violations

You must disclose misconduct, even if:

- It happened a long time ago
- It happened in another state, federal court, military or jurisdiction outside the United States
- You did not go to court and your attorney went for you
- You did not go to jail or the sentence was only a fine or probation
- You received a certificate of rehabilitation
- Your conviction was later dismissed (even if under Penal Code section 1203.4), expunged, set aside or the sentence was suspended



WARNING: You will be required to sign your application under penalty of perjury; by doing so you are also stating that you understand:

- That the information you provide is true and correct;
- That you understand any and all instructions related to your application;
- Failure to disclose any information requested is falsification of your application and the Commission may reject or deny your application or take disciplinary action against your credential;
- The Commission may reject your application if it is incomplete and it will be delayed.

a. Have you ever been:

- dismissed or,
- non-reelected or,
- suspended without pay for more than ten days, or
- retired or,
- resigned from, or otherwise left school employment

because of **allegations of misconduct** or while **allegations of misconduct** were pending?

Yes

No

b. Have you ever been convicted of any felony or misdemeanor in California or any other place?

You must disclose:

- all criminal convictions
- misdemeanors and felonies
- convictions based on a plea of no contest or nolo contendere
- convictions dismissed pursuant to Penal Code Section 1203.4
- driving under the influence (DUI) or reckless driving convictions
- no matter how much time has passed

You do not have to disclose:

- misdemeanor marijuana-related convictions that occurred more than two years prior to this application, except convictions involving concentrated cannabis, which must be disclosed regardless of the date of such a conviction.
- Infractions (DUI or reckless driving convictions are not infractions)

Yes

No

c. Are you currently the subject of any inquiry or investigation by any law enforcement agency or any licensing agency in California or any other state?

Yes

No

d. Are any criminal charges currently pending against you?

Yes

No

e. Have you ever had any credential, including but not limited to, any Certificate of Clearance, permit, credential, license or other document authorizing public school service, revoked, denied, suspended, publicly reprovved, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

Yes

No

f. Have you ever had any professional or vocational (not teaching or educational) license revoked, denied, suspended, and/or otherwise subjected to any other disciplinary action (including an action that was stayed) in California or any other state or place?

Yes

No

12. CHILD ABUSE AND NEGLECT MANDATED REPORTING (TO BE ANSWERED BY ALL APPLICANTS)
As a document holder authorized to work with children, it is part of my professional and ethical duty to report every instance of child abuse or neglect known or suspected to have occurred to a child with whom I have professional contact.

I understand that I must report immediately, or as soon as practicably possible, by telephone to a law enforcement agency or a child protective agency, and will send a written report and any evidence relating to the incident within 36 hours of becoming aware of the abuse or neglect of the child.

I understand that reporting the information regarding a case of possible child abuse or neglect to an employer, supervisor, school principal, school counselor, coworker, or other person is not a substitute for making a mandated report to a law enforcement agency or a child protective agency.

I understand that the reporting duties are individual and no supervisor or administrator may impede or inhibit my reporting duties.

I understand that once I submit a report, I am not required to disclose my identity to my employer.

I understand that my failure to report an instance of suspected child abuse or neglect as required by the Child Abuse and Neglect Reporting Act under Section 11166 of the Penal Code is a misdemeanor punishable by up to six months in jail or by a fine of one thousand dollars (\$1,000), or by both that imprisonment and fine.

I acknowledge and certify that as a document holder, I will fulfill all the duties required of a mandated reporter.

I agree

13. PUBLIC NOTICE -- CHECK THE BOX THAT APPLIES

Public School District: Attached is a copy of the agenda item presented to the governing board of the school district in a public meeting showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or his or her designee in item #14 below, the person signing verifies that the board acted upon the item favorably.

By submitting this waiver request the district is certifying that reasonable efforts to recruit a fully prepared teacher for the assignment(s) were made in the following order:

1. A candidate who is qualified to participate in an approved internship program in the region of the school district
2. An individual who is scheduled to complete initial preparation requirements within six months

County Office of Education, State Agency, or Nonpublic, Nonsectarian School or Agency: Attached is a dated copy of the notice that was posted at least 72 hours before the position was filled showing the name of the applicant, the specific assignment including subject and grade level, and the fact that employment will be on the basis of a credential waiver. With the signature of the superintendent or administrator or his or her designee in item #15 below, the person signing verifies that there were no objections to this waiver request.

14. APPLICANT'S CERTIFICATION

I understand that in order to receive a subsequent waiver for this assignment I must pursue the completion of requirements to obtain full certification in the subject or area covered by this waiver request as specified in #7 above.

I understand that if my case is heard in a public meeting, all materials submitted to the Commission regarding my suitability, including grades and test scores, may be discussed.

I hereby certify (or declare) under penalty of perjury under the laws of the State of California that all of the foregoing statements in this application are true and correct.


Signature of Applicant
(Sign full legal name as listed in #2)

9/29/23
Date

15. EMPLOYING AGENCY CERTIFICATION *(To be signed by district or county superintendent, personnel administrator, NPS/NPA administrator, or designee.)*

The person for whom this waiver is requested will not be employed until he or she has been cleared by the Department of Justice under the provisions of Education Code Section 44332.6 and Section 44830.1 (AB1612). The employer acknowledges that the Commission's final approval of this individual's waiver will be determined by a fitness review covering, in part, criminal activity, including certain in-state and/or out-of-state convictions. If this waiver request is for service to special education children, the Special Education Local Planning Area (SELPA) has been notified of our intent to request this waiver.

I certify under penalty of perjury that the information provided in this report is accurate and complete.

Signature: 
Title: Human Resources Director
Date: 9/25/23

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Out of State Travel Request: Human Resources: Chicago, American Association of Employment in Education 2023 National Conference

MEETING DATE: October 11, 2023

FROM: Molly Parks, Assistant Superintendent of Human Resources

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the out of state travel of two administrators who will be visiting Chicago, Illinois to attend the annual American Association of Employment in Education 2023 National Conference.

BACKGROUND:

In accordance with Board Policy 3350, all out of state travel for which reimbursement will be claimed requires Board approval. Itemized receipts will be submitted for reimbursement, and every effort will be made to contain total expenses associated with this travel. This trip will allow Santa Cruz City Schools administrators to network and gain professional development, in areas such as recruiting strategies particularly for a diverse workforce, retention strategies, and networking with other school employees from around the country to share best practices.

FISCAL IMPACT:

\$4,500 approx. LCFF Base (Unrestricted)

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

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

Goal #5: Santa Cruz City Schools will maintain a balanced budget and efficient and effective management.

Santa Cruz City Schools

Conference & Travel Request Form



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

Request Date: 10/03/2023

Return To: _____

Name(s): Molly Parks & Amariah Hernandez Job Title: Asst. Sup. HR & HS Principal

Conference Name: American Association for Employment in Education

Conference Date(s): October 23-26, 2023

Travel Dates: Departing: 10/22/23 Time: 10:52am Returning: 10/26/23 Time: 11:54am

Conference Location: Chicago, Illinois

What District goal(s) does the conference address?

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

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

The information learned at this conference will be shared at our monthly Leadership Meetings for both classified and certificated leaders. The school and department leaders will include these strategies into their retention and recruitment plans. Each leadership meeting will include a time to share new learnings and allow for leaders to reflect on their plans and next steps for leaders to reflect on their plans and next steps for retention and recruitment.



Substitute Required? Yes No

Overnight Stay? Yes No

Travel by: Car Airplane Other

Estimated Conference Expenses	(Indicate date)				
	10/22/2023	10/23/2023	10/24/2023	10/25/2023	10/26/2023
Conference registration fee	\$1,198 (\$599 each)				
Meals (\$65/day max, including tip)	100	100	100	100	100
Lodging	\$400	\$400	\$400	\$400	
Airline fare	\$577.70				\$577.70
Mileage: _____ miles @ .655 /mi.					
Other transportation					
District Substitute Cost					
Misc/Other					
Total Daily Est. Expense	\$1,077.70	\$500	\$500	\$500	\$677.70
Total Trip Est. Expense (per person)	\$2,500 est		Number of attendees:		2
GRAND TOTAL	\$4,453.40				
Funding source (i.e. Title I)	\$2,500 Title II & LCF Base unrestricted				
District or site expense:	<input checked="" type="checkbox"/> District		<input type="checkbox"/> Site		
Budget account number					

➤ Supervisor's Name: Kris Munro Supervisor's Signature: _____

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

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

DO Use Only

Returned to site finance tech and admin _____
initial

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Consultant Services Agreement: Steve McDowell

MEETING DATE: October 11, 2023

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the attached Consultant Services Agreement for Steve McDowell for the 2023-24 school year.

BACKGROUND:

Steve McDowell is a former SCCS employee with 30 years of experience as a Math teacher. As a Math Coach, Steve will observe and mentor teachers throughout the mathematics department at Soquel High School and will implement a robust Math-Plus Intervention to support students in need of additional math support. With Steve's mentoring, Soquel High School plans to improve Tier 1 Math instruction and student achievement.

Criteria for measuring success include Measure of Academic Progress (MAP), California Assessment of Student Performance and Progress (CASPP), Grade Distribution, Graduation and A-G success rates.

FISCAL IMPACT:

\$6,458 ESSER III (Restricted)

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

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

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

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

REQUEST FOR CONSULTANT SERVICES AGREEMENT

Submit to the responsible Assistant Superintendent at least two weeks before the Board meeting and prior to the Consultant beginning work.

Site: Soquel High School Principal/Director: Greg O'Meara

Describe Work to be Performed and District and Site Goals Supported:
Steve McDowell serves as a math coach and coordinator here at Soquel High School. His duties include, but are not limited to observing and providing feedback to teachers, along with co-coordination of the Math Plus/Peer tutoring program on campus.

Qualifications of Consultant: Mr. McDowell is a former Math Teacher here at Soquel HS.

Name of Consultant: Steve McDowell Tax I.D.# or SSN: _____

(Vendor Data form to Purchasing)

Address: _____ Telephone #: _____

City/State/Zip: _____ Email: _____

Date(s) of Service: Entire 2023-2024 Academic Year Time: N/A

Number of Hours: _____ hours per day X _____ days = _____ total hours.

Hourly/Daily Rate (specify): _____ Meals: N/A

Lodging: N/A Transportation: N/A

TOTAL FEE TO BE PAID: \$6458 Account #: _____

Write out funding source (i.e., LCFF, Base, Title), if categorical or LCFF Supplemental, include single plan goal and action:
LCFF Base

Approval of Business Services verifying account: _____ Date: _____

Authorized Signature of Consultant: _____ Date: _____
(NOTE: Consultant must submit invoice for payment upon completion of work)

Signature of Administrator Requesting Service _____ Approval of Assistant Superintendent _____

Date: _____ Date: _____

AB 1610, 1612, and 2102 COMPLIANCE (consultants having more than limited contact with students require fingerprinting)
 Consultants **will be** on campus on a regular basis (more than once) while students are present
 Consultant **will not** be on campus on a regular basis while students are present (fingerprints not required).

Fingerprint Clearance date: _____ Approval of Human Resources: _____

PAYMENT AUTHORIZATION
(Submit for payment after Consultant completes work)

I hereby certify that the consultant has satisfactorily completed the services in accordance with the above Agreement and that payment is in order.

Signature of Administrator Requesting Payment _____ Date _____

Approval of Assistant Superintendent _____ Date _____

Board of Education Approval: _____
(Required if over \$2500) 145/425

REQUEST FOR CONSULTANT SERVICES AGREEMENT

Review guidelines of Board Policy - Consultant Services Agreements.

1. Statement of specific need and the goal of the Consultant’s work (Refer to district/site goals and plans, unique needs of school, program or office which necessitates the services of a consultant).

The Math Coach responsibilities include, but are not limited to observing and mentoring teachers throughout the mathematics department. The overall planning and implementation of a robust Math-Plus Intervention program is also a crucial piece of work that is provided by the Math Coach. Mathematics progress is a district and site goal that is supported through this work.

2. State efforts made to identify qualified staff available within the district to carry out the requested services.

Steve is a former SCCS employee (Mathematics teacher with over 30 years of experience) in excellent standing.

3. If this agreement is for staff development or for one-time services, state the site's plan to reduce or eliminate the need for this consultant's services in the future.

This is a necessary and supportive service, and will be dependent on available funding as we move forward to future years.

4. Statement of expected outcomes (Include specific student outcomes desired, benefits to district students and/or staff).

Improvement in Tier 1 Math Instruction, with subsequent improvement in Academic Achievement

5. Evaluation Process - How will you know the goal/outcomes have been met?

Data Metrics are outlined in school plan that include, but are not limited to MAP, CAASPP, Grade Distribution, Graduation, and A-G Success Rates.

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Consultant Services Agreement: Dr. Johnnie Wilson

MEETING DATE: October 11, 2023

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the consultation services agreement between Dr. Johnnie Wilson and Alternative Family Education for the 2023-24 school year.

BACKGROUND:

Mr. Wilson is a professor of education at UCSC and supervises Student Teachers through their certification processes. He is a leader of the Monterey Bay Area Math project and, in the past, has provided professional learning with Alternative Family Education staff on the Eight Math Practices.

Mr. Wilson will develop a math instruction and intervention program which includes defining the scope and sequence of the program, providing up to three Parent/Teacher professional development opportunities, recruiting and supporting tutors, building a resource list of math supports for high school students, and providing professional development for parents about the importance of daily math practice. Student achievement data in mathematics at Alternative Family Education reflects a need for parents and teachers to be able to support their students in both accelerating learning and supporting students in advanced math courses.

As the school culture shifts towards using norm-referenced summative assessments, Alternative Family Education wants to ensure that students' learning needs and interests are addressed, and believe that with the assistance of this consultant, sustainable resources and systems will be accessible to all students and families. Teaching staff has made a commitment to holding families accountable for implementing instructional strategies and daily math practice.

FISCAL IMPACT:

\$6,000 LCFF Supplemental (Restricted)

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

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

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

AGENDA ITEM: 8.4.1.2

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

REQUEST FOR CONSULTANT SERVICES AGREEMENT

Submit to the responsible Assistant Superintendent at least two weeks before the Board meeting and prior to the Consultant beginning work.

Site: Alternative Family Education Principal/Director: Michelle McKinney

Describe Work to be Performed and District and Site Goals Supported:
Consult on development Math instruction and intervention program that includes defining the scope and sequence of the program, recruiting and supporting tutors, and building a resource list of math supports for high school students

Qualifications of Consultant: Professor of Education at UCSC, supervises student teachers, member of MBA Math Project leadership

Name of Consultant: Dr. Johnnie Wilson Tax I.D.# or SSN: [REDACTED]
(Vendor Data form to Purchasing)

Address: [REDACTED] Telephone #: _____

City/State/Zip: [REDACTED] Email: [REDACTED]

Date(s) of Service: 8/10/23-5/30/24 Time: TBA

Number of Hours: _____ hours per day X _____ days = _____ total hours.

Hourly/Daily Rate (specify): _____ Meals: 0

Lodging: 0 Transportation: 0

TOTAL FEE TO BE PAID: \$6000.00 Account #: 01-0700-0-3300-1000-4300-039-0000

Write out meaning of account number: LCFF Supplemental

Approval of Business Services verifying account: _____ Date: _____

Authorized Signature of Consultant: [Signature] Date: 8/17/2023
(NOTE: Consultant must submit invoice for payment upon completion of work)

[Signature] Signature of Administrator Requesting Service
Approval of Assistant Superintendent

Date: 8/17/23 Date: _____

AB 1610, 1612, and 2102 COMPLIANCE (consultants having more than limited contact with students require fingerprinting)

- Consultants **will be** on campus on a regular basis (more than once) while students are present
- Consultant **will not** be on campus on a regular basis while students are present (fingerprints not required).

Fingerprint Clearance date: _____ Approval of Human Resources: _____

PAYMENT AUTHORIZATION
(Submit for payment after Consultant completes work)

I hereby certify that the consultant has satisfactorily completed the services in accordance with the above Agreement and that payment is in order.

Signature of Administrator Requesting Payment Date

Approval of Assistant Superintendent Date

Board of Education Approval:
(Required if over \$2500)

Must be Attached

REQUEST FOR CONSULTANT SERVICES AGREEMENT

Review guidelines of Board Policy - Consultant Services Agreements.

1. Statement of specific need and the goal of the Consultant's work (Refer to district/site goals and plans, unique needs of school, program or office which necessitates the services of a consultant).
 Supports SCCS Strategic Goal 1: All SCCS students will be prepared to successfully access post-secondary college and career opportunities.
 Via survey, 56% of students and 53% of parents identified Math as a topic where additional support is needed
 Supports SPSA Goal 2: All students who are taking math will show growth
 Teacher observation that daily math practice nets greater achievement
 Consultant and staff will work together to develop a math instruction and intervention program which includes: defining the scope and sequence of the program; supporting tutors; building a resource list of math supports for high school students; providing professional learning for parents about the importance of daily math practice

2. State efforts made to identify qualified staff available within the district to carry out the requested services.
 Dr. Wilson is uniquely qualified as professor of education at UCSC; supervises student teachers through their certification processes; a leader of Monterey Bay Area Math Project; has provided professional learning with AFE staff on the Eight Math Practices. There are no current SCCS employees with Dr. Wilson's credentials and experience

3. If this agreement is for staff development or for one-time services, state the site's plan to reduce or eliminate the need for this consultant's services in the future.
 We expect that with multiple professional learning/parent education opportunities; establishment of a scope and sequence for math instruction and intervention support, students will demonstrate higher confidence and achievement in mathematics by the end of the 23-24 academic year.

4. Statement of expected outcomes (Include specific student outcomes desired, benefits to district students and/or staff).
 Expected outcomes: 1. 90% of students will meet the MAP projected growth between the fall and spring administrations of the assessment and/or paper-based assessment, and work samples. 2. 80% of families attending parent education opportunities will demonstrate greater understanding of the Eight Math Practices. 3. 98% of students will complete Math 1 by 11th grade or within two years of beginning that curriculum.

5. Evaluation Process - How will you know the goal/outcomes have been met?
 Teacher survey at professional development opportunities
 Student survey regarding confidence in math
 Student survey regarding effectiveness of intervention supports

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Independent Consultant Agreement: Deborah Bell

MEETING DATE: October 11, 2023

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the attached Agreement for Professional Services for new services through the 2023-2024 regular school year from October 11, 2023 through December 31, 2023. *Due to the confidentiality regulations that protect the identity of disabled pupils, the student names have been omitted.*

BACKGROUND:

Consultant is an Augmentative and Alternative Communication Specialist the District is contracting with to provide 70 hours of service and assessments required per students' Individualized Education Program. Consultant shall provide services and complete assessments consistent with all applicable federal and California State laws. Consultant shall attend Individualized Education Program meetings and report on goal progress.

If requested, consultant shall provide a copy to the District of all assessment information and results, including complete copies of any and all test protocols, instruments, or other measures used in the assessment process.

FISCAL IMPACT:

Not to exceed \$11,000 Special Education (Restricted)

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

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

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

Prepared by Stacy O'Farrell, Director of Special Education

**SANTA CRUZ CITY SCHOOLS
INDEPENDENT CONSULTANT AGREEMENT
(SPECIAL EDUCATION)**

This INDEPENDENT CONSULTANT AGREEMENT (“Agreement”) is made and entered into effective October 11, 2023 (the “Effective Date”), by and between Santa Cruz City Schools (“District”) and **Deborah Bell** (“Consultant” and together with District, the “Parties”).

RECITALS

- A. **WHEREAS**, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and
- B. **WHEREAS**, the District is in need of such special services and advice and Consultant warrants that it is specially trained, experienced, competent and duly licensed under the laws of the State of California to perform the services pursuant to this Agreement; and
- C. **WHEREAS**, the Consultant agrees to perform the Services described in this Agreement to the District’s satisfaction and in accordance with the standards of its profession this Agreement.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, receipt of which is acknowledged, the Parties agree as follows:

- 1. **Services.** The Consultant shall provide the Services as described in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by this reference (“Services”). Changes in the Scope of Services shall be made in writing, signed by both Parties, and particularly describe the change in Services, including payment and terms, as applicable.
- 2. **Consultant Qualifications.** Consultant represents and warrants to District that Consultant, and all of Consultant’s employees, agents, and subconsultants providing Services under this Agreement (the “Consultant Parties”), have in effect and shall maintain in full force throughout the Term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. Consultant and any Consultant Parties performing Services shall be competent to perform those Services.
- 3. **Standard of Care.** Consultant’s Services will be performed, findings obtained, and reports and recommendations prepared, in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable law, code, rule, regulation, and/or ordinance.

4. **Term.** This Agreement shall begin on October 11, 2023, and shall terminate upon completion of the Services, but no later than December 31, 2023 (“Term”), except as otherwise stated in Section 5 below. There shall be no extension of the Term of this Agreement without the express written consent of all Parties. Written notice by the District Superintendent or designee shall be sufficient to stop further performance of the Services by Consultant or the Consultant Parties. In the event of early termination, Consultant shall be paid for satisfactory Services performed to the date of termination. Upon payment by District, District shall be under no further obligation to Consultant, monetarily or otherwise, and District may proceed with the work in any manner District deems proper.
5. **Termination.** Either Party may terminate this Agreement at any time by giving thirty (30) days advance written notice to the other Party, however the Parties may agree in writing to a shorter notice period. Notwithstanding the foregoing, District may terminate this Agreement at any time by giving written notice to Consultant if: (1) Consultant or Consultant Parties materially breach any of the terms of this Agreement; (2) any act or omission of Consultant or the Consultant Parties exposes District to potential liability or may cause an increase in District’s insurance premiums; (3) Consultant is adjudged a bankrupt; (4) Consultant makes a general assignment for the benefit of creditors; (5) a receiver is appointed because of Consultant’s insolvency; or (6) Consultant or Consultant Parties fail to comply with or make material representations as to the licensing and qualifications, fingerprinting, criminal background check, and/or tuberculosis certification sections of this Agreement. Such termination shall be effective immediately upon Consultant’s receipt of the notice.
6. **Payment of Fees for Services.** District agrees to pay Consultant fees at the rate of \$160 per hour for Services satisfactorily performed. Consultant shall not increase the rate over the course of this Agreement. Total fees (“the Fee”) paid by District to Consultant shall not exceed \$11,000. Any work performed by Consultant in excess of the Fee shall not be compensated. District agrees to pay the Fee, up to the maximum amount provided herein, within thirty (30) days of receipt of a detailed invoice from Consultant, including any additional supporting documentation District reasonably requests.
7. **Removal & Replacement of Consultant’s Employee(s).** In the event that District, in its sole discretion, desires, at any time during the Term of this Agreement, that any of Consultant’s employees or Consultant Parties, cease providing Services under this Agreement and/or are removed from District property, Consultant shall, immediately upon receiving written and/or verbal notice from District, cause such Consultant employee(s) or Consultant Parties to immediately cease providing Services under this Agreement and shall ensure such Consultant employee(s) or Consultant Parties are removed from District property. Consultant shall provide qualified replacement employee(s) or Consultant Parties, satisfactory to District, upon within three (3) days of a District request for such replacement.
8. **Public Health and Safety.** At all times while performing the Services, Consultant and Consultant Parties shall comply with all applicable legal, contractual, and local government requirements related to COVID-19 and other contagious diseases and public health emergencies, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities.
9. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the “District Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses, including, but not limited to attorney fees and costs including

fees of consultants of any kind, nature and description (collectively, the “Claims”) directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant or Consultant Parties in the performance of or failure to perform Consultant’s obligations under this Agreement, including, but not limited to Consultant’s or Consultant Parties’ use of the site(s), Consultant’s or the Consultant Parties’ performance of the Services, Consultant’s or Consultant Parties’ breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section 8 includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act (“FEHA”).

10. **Equipment and Materials.** Consultant at its sole cost and expense shall provide and furnish all tools, labor, materials, equipment, transportation services and any other items (collectively, “Equipment”) which are required or necessary to perform the Services in a manner which is consistent with generally accepted standards of the profession for similar services. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Consultant or Consultant Parties, even if such Equipment is furnished, rented or loaned to Consultant or Consultant Parties by District. Furthermore, District may reject any Equipment or workmanship that does not conform to the requirements of this Agreement and Consultant must then promptly remedy or replace it at no additional cost to District and subject to District’s reasonable satisfaction.
11. **Insurance.** Without in any way limiting Consultant’s liability, or indemnification obligations as set forth in this Agreement, Consultant shall secure and maintain throughout the Term of this Agreement the following insurance:
 - a. Comprehensive general liability insurance with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such policy shall specifically state: “Coverage does not contain limitations of coverage or exclusions for molestation, sexual abuse, child abuse, or child endangerment.”;
 - b. Commercial automobile liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate, if applicable;
 - c. Professional liability insurance covering errors and omissions with coverage limits of \$1,000,000 per claim; and
 - d. Worker’s compensation insurance as required by Labor Code section 3200, et seq., if applicable.

Neither Consultant nor any of the Consultant Parties shall commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required

coverages have been delivered to and approved by District. All insurance policies shall include an endorsement stating that District and District Parties are named additional insureds. All of the policies shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to District. If such a notice is not given or even if District receives a notice, District may, at its sole option, terminate this Agreement. All insurance policies shall include an endorsement stating that it is primary to any insurance or self-insurance maintained by District and shall waive all rights of subrogation against District and/or the District Parties. A copy of the declarations page of Consultant's insurance policies shall be attached to this Agreement as proof of insurance.

12. **Taxes.** All payments made by District to Consultant pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Consultant, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant and the Consultant Parties and otherwise in connection with this Agreement.
13. **Independent Consultant Status.** The Parties agree that Consultant is free from the control and direction of District in connection with Consultant's performance of the Services. Consultant is hereby retained to provide the specified Services for District, which are outside the usual course of District's business. Consultant certifies that it is customarily engaged in an independently established trade, occupation, or business to provide the Services required by this Agreement. Consultant understands and agrees that Consultant and Consultant Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.
14. **Fingerprinting/Criminal Background Investigation Certification.** Consultant and the Consultant Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Before performing any Services, Consultant shall execute and return the District's Fingerprinting Notice and Acknowledgement form and the required Certification attached hereto as **Exhibit B**.

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

15. **Confidential Information.** Consultant and Consultant Parties shall maintain the confidentiality of, and protect from unauthorized disclosure, any and all individual student information received from the District, including but not limited to student names and other identifying information ("Confidential Information"). Consultant and Consultant Parties shall not disclose Confidential Information to any person not party to this Agreement without the express written consent of District,

except as required by law, or as necessary for Consultant and Consultant Parties to perform the Services. Upon termination of this Agreement, Consultant and Consultant Parties shall turn over to District all Confidential Information related to the Services provided pursuant to this Agreement. If Consultant or any of the Consultant Parties is served with any subpoena, court order, or other legal process seeking disclosure of any Confidential Information, Consultant and any Consultant Parties served shall promptly send to District notice(s) of the legal process, but in no event shall do so any later than forty-eight (48) hours or such shorter time frame as necessary so that District may exercise any applicable legal rights and remedies. Consultant shall require its employees and Consultant Parties, as a condition of their retention, appointment, employment, or contract, to agree to comply with the provisions of this Section, and shall not permit its employees or Consultant Parties access to Confidential Information in the absence of such agreement. The obligations imposed in this Section shall survive the termination of this Agreement.

16. **Assignment/Successors and Assigns.** Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of District. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective Parties.
17. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
18. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both Parties.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Santa Cruz, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
20. **Notices.** All notices required to be given between the Parties shall be in writing and transmitted by any of the following methods: (1) facsimile (fax) with proof of transmission; (2) overnight mail with proof of delivery; (3) email provided receipt is acknowledged; (4) personal delivery; (5) certified mail, return receipt requested; or (6) by regular mail placed in the United States Mail, postage prepaid, as follows:

To District:
Santa Cruz City Schools
Attn: Director of Special Education
133 Mission Street, Suite 100
Santa Cruz, CA 95060
Telephone: (831) 429-3410
Email: [FILL]
Facsimile: (831) 429-3447

To Consultant:
Deborah Bell
P.O. Box 1580
Santa Cruz, CA 95061
831-818-8849
debnoel@cruzio.com

21. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Consultant and Consultant Parties shall comply with all applicable federal, state, local and District laws, rules, regulations and ordinances, including but not limited to those related to special education, student discipline, fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. Consultant agrees that it shall comply, and shall ensure that Consultant Parties comply, with all legal requirements for the performance of Services under this Agreement and that failure to do so shall constitute material breach.
22. **Non-Discrimination.** There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.
23. **Attorney Fees.** If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.
24. **Liability of District.** Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.
25. **Time.** Time is of the essence to this Agreement.
26. **Waiver.** No delay or omission by either Party in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right shall preclude either Party from any or further exercise of any right or remedy.
27. **Reports.** Consultant shall maintain complete and accurate records with respect to the Services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subconsultants. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, Consultant shall make such records available to District for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.
28. **Entire Agreement.** This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
29. **Ambiguity.** The Parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all Parties shall be treated as equally responsible for such ambiguity.
30. **Execution of Other Documents.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be

necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

- 31. **Execution in Counterparts.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
- 32. **Warranty of Authority.** The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

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

SANTA CRUZ CITY SCHOOLS

Deborah Bell

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES TO BE PERFORMED BY CONSULTANT

Consultant is an Augmentative and Alternative Communication (AAC) Specialist the District is contracting with to provide 70 hours of service and assessments required per students' Individualized Education Program (IP). Consultant shall provide service and complete assessments consistent with all applicable federal and California State laws. Consultant shall attend I P meetings and report on goal progress.

If requested, consultant shall provide a copy to the District of all assessment information and results, including complete copies of any and all test protocols, instruments, or other measures used in the assessment process.

EXHIBIT B

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

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

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

prepare and submit your fingerprints to the Department of Justice as described in Education Code section 45125.1(a). (Education Code §45125.1(h).)

I, as _____ [insert "owner" or officer title] of _____ [insert name of business entity], have read the foregoing and agree that _____ [insert name of business entity] will comply with the requirements of Education Code §45125.1 as applicable, including submission of the certificate mentioned above.

Dated: _____

Name: _____

Signature: _____

Title: _____

EXHIBIT B
ATTACHMENT 1
Violent and Serious Felonies

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

- (1) Murder or voluntary manslaughter.
- (2) Mayhem.
- (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
- (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
- (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
- (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
- (7) Any felony punishable by death or imprisonment in the state prison for life.
- (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
- (9) Any robbery.
- (10) Arson, in violation of subdivision (a) or (b) of Section 451.
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
- (12) Attempted murder.
- (13) A violation of Section 18745, 18750, or 18755.
- (14) Kidnapping.
- (15) Assault with the intent to commit a specified felony, in violation of Section 220.
- (16) Continuous sexual abuse of a child, in violation of Section 288.5.
- (17) Carjacking, as defined in subdivision (a) of Section 215.
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.
- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418.

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

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27) carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Contract: Maxim Staffing: Special Education

MEETING DATE: October 11, 2023

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the attached Nonpublic Agency contract for services through the 2023-2024 regular school year. *Due to the confidentiality regulations that protect the identity of students with disabilities, the student names have been omitted.*

BACKGROUND:

This contract for Maxim Healthcare Staffing Inc, is supplemental to the ratification also requested today and will provide two additional Behavior Technicians to support the District's SAIL Program, two Health Aide positions for students with significant health conditions and one Behavior Technician to support a student currently placed in a regional program.

Human Resources will continue to seek regular District Employees for these positions.

Service period: October 4, 2023 - May 24, 2024.

FISCAL IMPACT:

Not to exceed \$165,590.00 Special Education (Restricted)

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

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

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

Prepared by Stacy O'Farrell, Director of Special Education

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 9/19/2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on 12/31/2023 unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency: Santa Cruz City Schools
Address: 133 Mission Street #100
City, State Zip: Santa Cruz, CA 95060
LEA Case Manager: Staci LaCagnin
Additional Classroom Support:
 Behavior Technician support for students requiring such support as per their IEP placement

Nonpublic Agency: MAXIM Healthcare Staffing Services. INC.
Address: 7227 Lee Deforest Ave.
City: Columbia **State:** MD **Zip:** 21046-3236
Phone: (408) 914-4895
Fax:
Contact Email: cocadenh@maxhealth.com

Contract Begins: 9/19/2023 **Ends:** 6/30/2024
Master Contract Board Approval:
 10/11/2023

Regular School Year -
Number of Days: 186 **Number of Weeks:** 40
Extended School Year -
Number of Days: 20 **Number of Weeks:** 4

Designated Instruction and Related Services

Services	Provider		Minutes/ session	Sessions/ wk/mo/yr	Number of Sessions		Estimated Total for Contracted Period
	NPA	Daily/Hourly Rate			School Year	ESY	
Behavior Technician (1)	X	\$50.00	26 hours	weekly	X		\$18,200.00
Behavior Technician (2)	X	\$50.00	31 hours	weekly	X		\$21,700.00
					Total Cost		\$39,900.00

TOTAL ESTIMATED MAXIMUM RELATED SERVICES COST __ \$39,900.00 _____

The parties hereto have executed this Individual Service Agreement by and through their duly authorized agents or representatives as set forth below.

--Contractor--
 MAXIM Healthcare Staffing Services, Inc.
 Courtney Cadenhead, Business Development Manager

--District--
 Santa Cruz City Schools
 Kris Munro, Superintendent of Schools

 10.4.23

 Signature Date

 Signature Date

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 8/10/2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on 6/30/2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency: Santa Cruz City Schools
Address: 133 Mission Street
City, State Zip: Santa Cruz, CA 95060
LEA Case Manager: Kelli Smart
School Site: COE - SLV High

Nonpublic Agency: MAXIM Healthcare Staffing Services, INC.
Address: 7227 Lee Deforest Ave.
City, State Zip: Columbia, MD
Phone: (408) 914-4895
Fax:
Contact Email: cocadenh@maxhealth.com

Student Last Name: [REDACTED]
Student First Name: [REDACTED]
Date of Birth: [REDACTED]
Grade: [REDACTED] **Gender:** [REDACTED]

Regular School Year -
Number of Days: 180 **Number of Weeks:** 39

Extended School Year -
Number of Days: 20 **Number of Weeks:** 4

IEP/Contract Begins: 8/10/2023 **Ends:** 6/30/2024
Master Contract Approved by Board: 6/14/2023

Designated Instruction and Related Services

Services	Provider		Minutes/ session	Sessions/ wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total
	NPA	Hourly Rate			School Year	ESY	
Intensive Individual Services - LVN Tues/Thurs	X	\$60.00	810	Weekly	32		\$25,920.00
					Total Cost		\$25,920.00

TOTAL ESTIMATED MAXIMUM RELATED SERVICES COST \$25,920.00 _____

The parties hereto have executed this Individual Service Agreement by and through their duly authorized agents or representatives as set forth below.

--Contractor--
Name of Nonpublic Agency: MAXIM Healthcare Staffing Services, INC.
Name and Title: Courtney Cadenhead, Business Development Manager

--District--
 Santa Cruz City Schools
 Stacy O'Farrell, Ph.D., Director of Special Education

10.4.23

Signature

Date

Signature

Date

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 8/10/2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on 6/30/2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency: Santa Cruz City Schools
Address: 133 Mission Street
City, State Zip: Santa Cruz, CA 95060
LEA Case Manager: Linda Hagood/Jill Murgia
School Site: Westlake Elementary

Nonpublic Agency: MAXIM Healthcare Staffing Services, INC.
Address: 7227 Lee Deforest Ave.
City, State Zip: Columbia, MD
Phone: (408) 914-4895
Fax:
Contact Email: cocadenh@maxhealth.com

Student Last Name: [REDACTED]
Student First Name: [REDACTED]
Date of Birth: [REDACTED]
Grade: [REDACTED] **Gender:** [REDACTED]

Regular School Year -
Number of Days: 180 **Number of Weeks:** 39
Extended School Year -
Number of Days: 20 **Number of Weeks:** 4

IEP/Contract Begins: 8/10/2023 **Ends:** 6/30/2024
Master Contract Approved by Board: 6/14/2023

Designated Instruction and Related Services

Services	Provider		Minutes/ session	Sessions/ wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total
	NPA	Hourly Rate			School Year	ESY	
Intensive Individual Services Health Aide	X	\$52.00	1910	Weekly	32		\$52,970.67
					Total Cost		\$52,970.67

TOTAL ESTIMATED MAXIMUM RELATED SERVICES COST \$52,970.67

The parties hereto have executed this Individual Service Agreement by and through their duly authorized agents or representatives as set forth below.

--Contractor--
 Name of Nonpublic Agency: MAXIM Healthcare Staffing Services, INC.
 Name and Title: Courtney Cadenhead, Business Development Manager

--District--
 Santa Cruz City Schools
 Stacy O'Farrell, Ph.D., Director of Special Education

Signature

Date

Signature

Date

 10-4-23

INDIVIDUAL SERVICES AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 8/10/2023 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on 6/30/2024, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency: Santa Cruz City Schools
Address: 133 Mission Street
City, State Zip: Santa Cruz, CA 95060
LEA Case Manager: Kelli Smart
School Site: COE - Soquel HS

Nonpublic Agency: MAXIM Healthcare Staffing Services, INC.
Address: 7227 Lee Deforest Ave.
City, State Zip: Columbia, MD
Phone: (408) 914-4895
Fax:
Contact Email: cocadenh@maxhealth.com

Student Last Name: [REDACTED]
Student First Name: [REDACTED]
Date of Birth: [REDACTED]
Grade: [REDACTED] **Gender:** [REDACTED]

Regular School Year -
Number of Days: 180 **Number of Weeks:** 39

Extended School Year -
Number of Days: 20 **Number of Weeks:** 4

IEP/Contract Begins: 8/10/2023 **Ends:** 6/30/2024
Master Contract Approved by Board: 6/14/2023

Designated Instruction and Related Services

Services	Provider		Minutes/ session	Sessions/ wk/mo/yr	Maximum Number of Sessions		Estimated Maximum Total
	NPA	Hourly Rate			School Year	ESY	
Intensive Individual Services- BT	X	\$50.00	1755	Weekly	32		\$46,800.00
					Total Cost		\$46,800.00

TOTAL ESTIMATED MAXIMUM RELATED SERVICES COST \$46,800.00

The parties hereto have executed this Individual Service Agreement by and through their duly authorized agents or representatives as set forth below.

--Contractor--
Name of Nonpublic Agency: MAXIM Healthcare Staffing Services, INC.
Name and Title: Courtney Cadenhead, Business Development Manager

--District--
 Santa Cruz City Schools
 Stacy O'Farrell, Ph.D., Director of Special Education

 Signature

 Date

 Signature

 Date

10-4-23

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: iPad Purchase for Newcomer Students

MEETING DATE: October 11, 2023

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the iPad purchase for our Newcomer students.

BACKGROUND:

Newcomer students are English Learner students who have been in US schools for less than three years and were born in a country other than the United States. In Santa Cruz City Elementary District, the number of newcomer students is increasing every year. To support these students, the Office of Elementary Learning and Achievement is developing a “Newcomer Toolkit” that can be checked out to teachers when a newcomer student is enrolled.

The toolkit will contain an iPad preloaded with apps to support English Language acquisition for students to use in their first year in school. In addition to the iPad, the toolkit will include lessons, instructional strategies, and language acquisition information for the teacher to support their newcomer students.

Approval of this item will allow the iPads to be purchased for the toolkit.

FISCAL IMPACT:

\$17,404.35 Title III (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.

AGENDA ITEM: 8.4.1.5



Proposal

Proposal Number

2111371547

Account Number/Name

29269

SANTA CRUZ CITY SCHOOLS

Created On

09/21/2023

Created By

Jon Wells

Thank you for creating your proposal, details are provided below. You can access this proposal from your [Apple Store for Education Institution](#) by searching proposal number 2111371547.

Item	Product / Description	Total Quantity	Unit Price	Total Price
1	BU2B2LL/A 10.9-inch iPad Wi-Fi 64GB - Blue (Packaged in a 10-pack) with 4-Year AppleCare+ for Schools	3	5,230.00	15,690.00 USD
	Bundled Item(s)			
	10.9-inch iPad Wi-Fi 64GB - Blue (Packaged in a 10-pack)	30		
	MPQU3LL/A 4-Year AppleCare+ for Schools - iPad / iPad Air / iPad mini	30		
	S7828LL/A			
2	HM7B2LL/A Mosyle Manager for iOS, macOS and tvOS Subscription License (3 year)	30	14.85	445.50 USD

Subtotal 16,255.50 USD

Estimated Tax 1,148.85 USD

Total 17,404.35 USD

Please note that your order subtotal does not include sales tax or rebates. Sales tax and rebates, if applicable, will be added when your order is processed. Your order total may include estimated sales tax that is subject to change at the time your order is processed.

How to Order

If you would like to convert this Proposal to an order, log into your [Apple Store for Education Institution](#) and select 'Proposal' from the pull-down menu. Search for this Proposal by entering the Proposal Number referenced above.

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SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Contract: Maxim Staffing Master

MEETING DATE: October 11, 2023

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Ratify the attached Nonpublic Agency contract for services through the 2023-2024 regular school year. *Due to the confidentiality regulations that protect the identity of students with disabilities, the student names have been omitted.*

BACKGROUND:

This contract for Maxim Healthcare Staffing Inc, will provide four Behavior Technician for the District's SAIL Program. Because we have not been able to fill these positions to date, we need to contract out for these critical services to support student safety. District leadership consulted with our Classified Bargaining Unit about the need to contract for services and emphasized our commitment to continue looking for district employees. Due to the urgent need for services, the Superintendent signed the contract and is asking the Board to ratify the contract.

Service period: October 4, 2023 - December 4, 2023.

FISCAL IMPACT:

Not to exceed \$72,800 Special Education (Restricted)

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

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

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

Prepared by Stacy O'Farrell, Director of Special Education

*NONPUBLIC, NONSECTARIAN
SCHOOL/AGENCY SERVICES*

MASTER CONTRACT

2023-2024

MASTER CONTRACT

GENERAL AGREEMENT FOR NONSECTARIAN,
NONPUBLIC SCHOOL AND AGENCY SERVICES

LEA

SANTA CRUZ CITY SCHOOLS

Contract Year 2023-2024

 Nonpublic School
 X Nonpublic Agency

Type of Contract:

 X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA. Expiration Date:

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

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2023-2024

CONTRACT NUMBER:

LOCAL EDUCATION AGENCY: SANTA CRUZ CITY SCHOOLS

NONPUBLIC SCHOOL/AGENCY/RELATED SERVICES PROVIDER:

Maxim Healthcare Staffing Services, INC

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
MASTER CONTRACT

AUTHORIZATION FOR MASTER CONTRACT AND GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or “Contract”) is entered into on July 1, 2023, between SANTA CRUZ CITY SCHOOLS, hereinafter referred to as the local educational agency (“LEA”), a member of the NSCC SELPA and Maxim Healthcare Staffing Services, INC (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or “CONTRACTOR” for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as “ISA”). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR’s obligation to provide all relevant services specified in the student’s Individualized Education Program (hereinafter referred to as “IEP”). The ISA shall be executed within ninety (90) days of a student’s enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as “OAH”) order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student’s parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as “CDE”) as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq* and within the professional scope of practice of each provider’s license, certification, and/or credential. A current copy of CONTRACTOR’s NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2023 to June 30, 2024 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2024. In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days. (Title 5 California Code of Regulations section 3062(d)) No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA.

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH

consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,

- iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child's welfare,
- iv. a surrogate parent,
- v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).

Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

- g. The term "days" means calendar days unless otherwise specified.
- h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
- i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
- j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications by-laws; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents

evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors. CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void upon termination of this Master Contract, as provided

in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
\$ 500,000 fire damage
\$ 5,000 medical expenses
\$1,000,000 personal & adv. Injury
\$3,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
\$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial

General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is a NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

- F. **Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors (“LEA Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors (“CONTRACTOR Indemnities”) harmless against all liability, loss, damage and expense (including reasonable attorneys’ fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA’s indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR’s original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 45 Clearance Requirements and Section 46 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

When CONTRACTOR is a NPA, CONTRACTOR acknowledges that its authorized representative has read and understands Education Code section 56366.3 which provides, in relevant part, that no special education and/or related services provided by CONTRACTOR shall be paid for by LEA if provided by an individual who is or was an employee of LEA within the three hundred and sixty-five (365) days prior to executing this contract. This provision does not apply to any person who is able to provide designated instruction and services during the extended school year because he or she is otherwise employed for up to ten months of the school year by LEA.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 *et seq...*

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive;

and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA’s diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA’s graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR’s general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student’s IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children’s Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student’s ISA developed in accordance with the student’s IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student’s IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student’s IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student’s ISA developed in accordance with the student’s IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a

ratio of 1 teacher to fourteen (14) students when necessary during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is a NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract, including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, *et seq.*, 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes his or her learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies *require* a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;
4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities, including the procedure known as prone containment, except that prone containment or similar techniques may be used by trained personnel as a limited emergency intervention;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of his or her senses.

CONTRACTOR shall comply with Education Code section 49005.8. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places his or her body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

If prone restraint techniques are used by CONTRACTOR, a staff member shall observe the pupil for any signs of physical distress throughout the use of prone restraint. Whenever possible, the staff member monitoring the pupil shall not be involved in restraining the pupil.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or

mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension.

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii)) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In

the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall comply with LEA surrogate parent assignments. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to *20 USC 1414-1482 and 34 CFR 300.1-300.756*. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data

sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including

student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns reported to parents, both verbal and written, shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 et seq.).

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

43. MONITORING

When CONTRACTOR is an NPS, the LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the NPS at which the LEA has a pupil attending and with which it maintains a master contract. The monitoring visit shall include, but is not limited to, a review of services provided to the pupil through the ISA between the LEA and the NPS, a review of progress the pupil is making toward the goals set forth in the pupil's individualized education program, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the California Department of Education within 60 calendar days of the onsite visit.

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The State Superintendent of Public Instruction ("Superintendent") shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in

education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)).

CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections 45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to

the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public school campus, sign in/out procedures shall be followed by NPS/A providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student's school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR's facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in

California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is

unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student records as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, , dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2023 and terminates at 5:00 P.M. on June 30, 2024, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Nonpublic School/Agency

SANTA CRUZ CITY SCHOOLS

LEA Name

DocuSigned by:
By: Florence Ugokwe
Signature Date

By: _____
Signature Date

Name and Title of Authorized Representative

KRIS MUNRO, SUPERINTENDENT

Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Name and Title	Stacy O’Farrell, Director - Special Education
Nonpublic School/Agency/Related Service Provider	Name and Title Santa Cruz City Schools
Address	LEA 131 Mission Street, Suite 100
City State Zip	Address Santa Cruz CA 95060
Phone Fax	City State Zip (831) 429-3410 x 48201
Email	Phone Fax sofarrell@sccs.net
	Email

**Additional LEA Notification
(Required if completed)**

John Roberts

Name and Title
131 Mission Street, Suite 100

Address
Santa Cruz CA 95060

City State Zip
(831) 429-3410 x 48201

Phone Fax
johnroberts@sccs.net

Email

Service	Rate (per hour)
Board Certified Behavior Analyst	\$130
Registered Behavior Technician	\$52
Behavior Technicians	\$50
Paraeducators	\$48
Health Aides	\$52
School Psychologist	\$130-140
Special Education Teacher	\$95
Credentialed RN	\$130-\$150
RN	\$90-\$100
LVN	\$60
Physical Therapist	\$125
Occupational Therapist	\$125
Speech & Language Pathologist	\$150
Marriage & Family Therapist	\$85-\$95
PTA/SLPA/COTA	\$80
Audiologist	\$100 - \$110
Deaf & Hard of Hearing Teacher	\$90 - \$100
Orthopedic Impairment Teacher	\$100 - \$110
APE Teacher	\$95

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MAXIM HEALTHCARE SERVICES HOLDINGS, INC.		
	2 Business name/disregarded entity name, if different from above MAXIM HEALTHCARE STAFFING SERVICES, INC. (EIN: 83-2976157)		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 7227 LEE DEFOREST DR		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
6 City, state, and ZIP code COLUMBIA, MD 21046-3236		Requester's name and address (optional)	
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	3	-	3	0	4	3	5	7	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/1/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



FORM W-9 NOTICE TO CUSTOMER

For federal tax purposes, Maxim Healthcare Staffing Services, Inc. (EIN: 83-2976157) is a disregarded entity owned by an S corporation, Maxim Healthcare Services Holdings, Inc. (EIN: 83-3043570). A disregarded entity is a tax term that refers to an entity that will be disregarded or ignored as an entity separate from its owner for federal tax purposes. As required by the IRS, the name entered on Form W-9, line 1 is Maxim Healthcare Services Holdings, Inc., the single owner and reporting taxpayer. The disregarded entity, Maxim Healthcare Staffing Services, Inc., is entered on line 2. The TIN provided in Part I is the EIN of the single owner and reporting taxpayer, Maxim Healthcare Services Holdings, Inc. Contracts for Maxim Healthcare Staffing Services, Inc. are active and valid.

The preceding Form W-9 has been prepared in accordance with IRS rules and regulations. Specific instructions can be found on Form W-9 at the following link (www.irs.gov/FormW9) and are restated here for your convenience:

- Line 1, Name (see Form W-9, page 3, Line 1e.): “Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. Enter the disregarded entity's name on line 2, ‘Business name/disregarded entity name.’” The entity name provided on Line 1 is the single owner’s name: Maxim Healthcare Services Holdings, Inc.
- Line 2, Business name/disregarded entity name (see Form W-9, page 3, Line 2): “If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.” The entity name provided on Line 2 is the disregarded entity’s name: Maxim Healthcare Staffing Services, Inc.
- Lines 5, Address (see Form W-9, page 4, Line 5): “Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.” The address provided on line 5 is Maxim’s corporate headquarters address where the business receives official mail: 7227 Lee Deforest Dr., Columbia, MD 21046-3236.
- Part I, Taxpayer Identification Number (TIN) (see Form W-9, page 5, What Name and Number To Give the Requester): “For this type of account: 8. Disregarded entity not owned by an individual; Give name and EIN of: The owner.” The TIN provided in the box within Part I is the EIN of the single owner, Maxim Healthcare Services Holdings, Inc.: 83-3043570.

**PLEASE REMIT PAYMENT TO THE ENTITY AND ADDRESS LISTED ON THE INVOICE.
PLEASE DO NOT REMIT PAYMENT TO MAXIM HEALTHCARE SERVICES HOLDINGS,
INC.**

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Contract: Addendum: Victor Services

MEETING DATE: October 11, 2023

FROM: Dorothy Coito, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the amendment as described below for one student receiving services through Victor Services. *Due to the confidentiality regulations that protect the identity of students with disabilities, the student names have been omitted.*

BACKGROUND:

The master contract with Victor Services is being amended following collaboration between the District and Agency. All services provided by the Agency are in alignment with the Student's Individualized Education Program. Elements that are adjusted do not affect the services being provided to the student.

FISCAL IMPACT:

Original Master Contract costs will not be affected.

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

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

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

Prepared by Stacy O'Farrell, Director of Special Education



Addendum to Master contract 2023-2024

This contract is between

LEA: **Santa Cruz City Schools**

And

NPS/A: **Victor Treatment Centers Inc. dba North Valley School**

Victor Treatment Centers

Victor Community Support Services

North Valley School

North Valley School – Santa Rosa
3164 Condo Court
Santa Rosa, CA 95403
707.523.2334
Fax 707.523.0133
www.victor.org

This addendum shall become effective as of the date of this 2023-24 Master Contract July 1, 2023. The undersigned parties do hereby agree to make the following changes and/or additions that are outlined below. These additions shall be made valid as if they are included in the original stated contract.

Section VI. FINANCIAL 60. PAYMENT FOR ABSENCES: NON-PUBLIC SCHOOL STUDENT ABSENCES shall be modified to include:

LEA shall not be responsible for payment for more than 8 cumulative days of absences, for each of the first ninety days and second ninety days of the school year (i.e., semester), unless written time extension is granted by LEA. No more than three (3) of the 8 cumulative absences shall be unexcused.

Section III. EDUCATIONAL PROGRAM: CLASS SIZE shall be modified to include:

When Contractor is an NPS, Contractor shall ensure that the number of pupils loaded to a class shall not exceed twelve (12) pupils for grades K-5, and fourteen (14) pupils for grades 6-12. Contractor shall provide written notice to each LEA with students enrolled in a class for grades K-5 that exceeds twelve (12) pupils.

CONTRACTOR NPS/A
North Valley School/Victor Treatment Ctr

LEA
Santa Cruz City Schools

By: Executive Director 9/7/23
[Signature]
Signature and title date

By: _____
Signature date

Kelly Hernandez, Executive Director
Name and title

Name and title

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Ford E-Transit OEM Electric Passenger Van Purchase

MEETING DATE: October 11, 2023

FROM: Jim Monreal, Assistant Superintendent of Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the purchase of one electric van, a Ford E-Transit OEM Electric Passenger Van in 2023-24 school year.

BACKGROUND:

Purchasing the Ford E-Transit OEM Electric Passenger Van will help with PG&E's Electric Vehicle Fleet Electrification program requirements, save the district \$15,151 in annual van rental fees, and allow the Transportation Department to run more efficiently during the training phases.

PG&E's Electric Vehicle Fleet Electrification program, also referred to as FLEET000906779, requires the district to own and operate 10 electric vehicles. The District currently has four electric school buses in operation and anticipates receiving four more electric school buses by January 2024. Purchasing the electric van will bring the District up to nine of the ten required electric vehicles.

Transportation operates three daily routes using four white vans. The vans include:

- a rental Enterprise six passenger Chrysler Pacifica,
- an 8 passenger GMC Savana (a B40SS asset),
- a 2001 Ford passenger van (2 passenger & 1 wheelchair)
- a 2001 Ford van (four) passenger as backup.

Purchasing the Ford E-Transit OEM Electric Passenger Van will allow the District to discontinue using the Enterprise rental, resulting in \$15,151 in annual savings.

In addition to the savings, the Ford E-Transit OEM Electric Passenger Van allows new school bus driver trainees to transport a small groups of students during the training phase of becoming a certified school bus driver.

FISCAL IMPACT:

\$101,841.54 LCFF Base (Unrestricted)

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

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

Goal #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.

NOTICE TO BIDDERS
BID #2122-SC11-01

NOTICE IS HEREBY GIVEN THAT the South County Support Services Agency (hereinafter referred to as "Owner") County of Fresno, State of California, will receive seal bids prior to the date and time stated for the Bid Opening for:

Public Transportation Equipment

As per specification and contract documents which may now be obtained from Owner:

South County Support Services Agency
16644 South Elm Avenue
Caruthers, California 93609

All bids must conform and be responsive to the contract documents. Bid and appropriate documents can be obtained in person at the Business Office between 9:00am and 2:00pm. Monday through Friday or via email by submitting request to accounting@southwestjpa.org

Bids will be sealed and filed in the office of Agency Director:

South County Support Services Agency
16644 South Elm Avenue
Caruthers, California 93609

On October 27, 2021 before 8:00 A.M. on the clock designated by the Owner or its representative as the bid clock. Facsimile (FAX) copies of the bid will not be accepted.

Bids will be opened on October 27, 2021, at South County Support Services Agency 16644 South Elm Avenue, Caruthers, Ca. 93609 at 8:00 A.M., as calculated by the clock designated by the Owner or its representative as the bid clock.

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten percent (10%) of the amount of the base bid and made payable to the Owner. If a bid bond is used, it must be issued by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact surety insurance in the State of California during this calendar year), which shall be given as a guarantee that the bidder will enter into a Contract if awarded the Work and will be declared forfeited, paid to, or retained by the Owner as liquidated damages if the bidder refuses or neglects to enter into the Contract provided by the Owner after being requested to do so. The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner.

Owner may purchase one or more School Bus(s), vans, vehicles. This is an indefinite quantity bid. All public school districts in all Counties in the State of California may purchase identical items at the same unit price under the terms and conditions of the Contract and pursuant to Public Contract code section 20118, as amended by Chapter 730 of the Statutes of 2008 (A.B. 1967) for 365 days following the date of the award of this Contract. At 5 p.m. PST on that date the ability to piggyback on this Contract shall terminate. However, prior to that original expiration date, and the expiration of any authorized extensions, Owner may extend the term of the Contract in writing. The original term and all extension shall not exceed five years from the Award of the Contract.

The governing Board of Directors of the South County Support Services Agency reserves the right to reject any and all bids received in whole or part, to waive any irregularities in the bids or bidding, and to be the sole judges of suitability of products offered.

Unless otherwise required by law, no bidder may withdraw its bid for a period of 30 days after the date set for the opening thereof or any authorized postponement thereof. The Owner reserves the right to take more than 30 days to make a decision regarding the rejection of bids for the award of the Contract.

SIGNED

Gary Geringer
South County Support Services Agency

Publication Dates:
October 6, 13, 20, 2021

AGREEMENT BETWEEN OWNER AND VENDOR

BID #2122-SC11-01

This Agreement effective November 3, 2021, by and between South County Support Services Agency, Fresno County, California, hereinafter called the "Owner" and Creative Bus Sales, hereinafter called the "Vendor".

WITNESSETH: That the Vendor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. SCOPE. The Vendor agrees to supply and deliver Pupil Transportation Equipment free from any and all liens and claims, all in strict compliance with the drawings and specifications therefore and other Contract documents relating thereto. Any Pupil Transportation Equipment ordered after the initial order will require only a purchase order from Owner to Vendor, which purchase order shall modify this Agreement.

ARTICLE II. CONTRACT. The Vendor and the Owner agree that the following documents constitute the Contract: Notice to Bidders, Instructions to Bidder's, Bid Form, Bid Bond, Agreement between Owner and Vendor, Drawings, Specifications, addenda issued prior to bid, and other documents referred to in this Agreement. The Contract documents are complementary and each obligation of the Vendor in any one shall be binding as if specified in all.

ARTICLE III. TIME TO DELIVER AND WRITTEN ACCEPTANCE. Time is of the essence in this Contract, and the time of delivery shall be within 120 days after full execution of this Agreement or Owner's forwarding a purchase order for additional Pupil Transportation Equipment to Vendor, whichever is applicable; provided however that delivery shall be deemed completed only upon Owner's written acceptance of the Pupil Transportation Equipment.

If the Vendor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold payment, and to collect the interest thereon, which would otherwise be or become due the Vendor until the liability of the Vendor under this section has been finally determined. If the withheld amount is not sufficient to discharge all liabilities of the Vendor incurred under this Article, the Vendor shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

ARTICLE IV. PAYMENT. The Owner agrees to pay the Vendor in current funds for the performance of the Contract the full amount due within 30 days after the later of the delivery of the Pupil Transportation Equipment, which is not deemed to be completed until Owner accepts the Pupil Transportation Equipment in writing, and Vendor's submission of a satisfactory invoice.

ARTICLE V. TERMINATION. Owner reserves the right to terminate the Contract if Vendor fails to carry out any obligation, term, or condition of the Contract. Owner shall give 10 days written notice to Vendor to cure a default. If Vendor fails to cure within that time period to Owner's satisfaction, Owner may terminate the Contract.

ARTICLE VI. INSPECTION. Pupil Transportation Equipment must conform to the specifications and other Contract documents and may be subject to Owner's inspection and written acceptance.

If another public school district desires to purchase Pupil Transportation Equipment pursuant to Article X of this Agreement, the Vendor shall pay Owner an Agency fee of forty-five hundredths (.45%) for each Pupil Transportation Equipment ordered/purchased.

ARTICLE VII. WARRANTY. Vendor warrants that the Pupil Transportation Equipment will be free from all defects of materials and workmanship and shall be fit and sufficient for the purposes intended. Vendor shall replace defective materials and workmanship at no cost to Owner.

ARTICLE VIII. OPERATIONS AND MAINTENANCE MANUALS. Vendor shall provide Owner with operations and maintenance manuals with delivery of Pupil Transportation Equipment to Owner.

ARTICLE IX. INDEMNIFICATION AND RISK OF LOSS. The Vendor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, and employees against and from any and all liability for damages on account of injury to or death of persons or damage to property resulting from or arising out of or in any way connected with the performance by the Vendor of the Contract or for any infringement of any patent rights, copyright or trademark of any person or persons in consequence of the use by Owner of the Pupil Transportation Equipment provided pursuant to the Contract and reimburse the Owner for all costs, attorney's fees, expenses and loss incurred by it in consequence of any claims, demands, and causes of action which may be brought against Owner arising out of the performance by the Vendor of the Contract. This indemnification shall be in addition to any other indemnification provisions contained in the Contract.

Ownership and risk of loss of the Pupil Transportation Equipment shall not transfer to Owner until Owner has paid the full price for the Pupil Transportation Equipment and received in return signed and executed DMV documentation. Until transfer of ownership occurs, Vendor shall maintain sufficient liability insurance to insure against loss, damage, destruction, injury or death that may result while the Pupil Transportation Equipment is, among other things, being manufactured, transported, delivered, inspected and accepted. Ownership and risk of loss do not transfer to Owner if the Pupil Transportation Equipment is delivered pursuant to Article VI and Article X, and Vendor shall maintain sufficient liability insurance to insure against loss, damage, destruction, injury or death that may result removed by Vendor or the other public school district from South County Support Services Agency.

ARTICLE X. PIGGYBACK CLAUSE.

A. All public school districts in all Counties in the State of California ("Other Agency (ies)") may lease or purchase Pupil Transportation Equipment at the same price under the terms and conditions of this Contract and Public Contract Code section 20118, as amended by Chapter 730 of the Statutes of 2006 ("A.B. 1967") for 365 days following the date of the award of this Contract. Vendor shall promptly inform Owner in writing of all agreements by contract, lease, requisition, or purchase order for leases purchases authorized by Other Agencies under the terms and conditions of this Contract and Public Contract Code section 20118, as amended by A.B. 1976. Vendor shall provide for final delivery of Pupil Transportation Equipment to Other Agency and shall ensure that Pupil Transportation Equipment is accepted. Owner maintains the right to cancel the provisions of Article X at any time without cause.

B. All documents, warrants or checks shall be delivered to the successful bidder.

C. Contract prices and terms for piggyback purposes remain firm for 365 days following the date of award of this Contract. At 5 p.m. PST on that date the ability to piggyback on this Contract shall terminate. However, prior to that original expiration date, and the expiration of any authorized extensions, Owner may extend the term of the Contract in writing. The original term and all extensions shall not exceed five years from the date of the award of this Contract.

D. Owner makes no representation that the use of this Contract by any Other Agency is, in fact authorized by law. Vendor and Other Agency should seek their own independent legal determination as to the lawfulness of this Contract.

ARTICLE XI. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the parties, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Vendor, 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 parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XII. 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 XIII. 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 XIV. BINDING EFFECT. Vendor, by execution of Agreement, acknowledges that Vendor 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 Vendor and the Owner and their respective successors and assigns.

ARTICLE XV. SEVERABILITY. 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.

ARTICLE XVI. AMENDMENTS. The term of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by Owner's Board.

ARTICLE XVII. ASSIGNMENT OF CONTRACT. The Vendor shall not assign or transfer by operation of law or otherwise any or all of its right, burdens, duties or obligations without the prior written consent of the Owner.

ARTICLE XVIII. SAFETY REGULATIONS. Pupil Transportation Equipment shall comply with all applicable safety ordinances, regulations, and statutes.

ARTICLE XIX. LAW AND VENUE. The Contract shall be governed by and construed in accordance with the laws of the State of California. The parties also agree that, in the event of litigation, venue shall be in the proper state court located in Fresno County, California.

ARTICLE XX. WRITTEN NOTICE. Witten notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an office of the corporation for whom it was intended, or if delivered at or sent by registered or overnight mail to the last business address known to the person who gives the notice.

ARTICLE XXI. NO WAIVER. No action of failure to act by the Owner shall constitute a waiver of a right or duty afforded it under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in writing.

Vendor:

Creative Bus Sales

14740 Ramona Ave.

Chino, CA 91710



Signature

Marcus Hoffman

Signed by

Owner:

South County Support Services Agency

16644 S. Elm Ave.

Caruthers, CA 93609



Signature

Gary Geringer

Signed by

NOTE: Vendor must give the full business address of the Vendor and sign with Vendor'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, and 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.

*** Proof of Publication ***

The Sentinel
SM California News Media Inc.
P.O. Box 9
Hanford, CA 93232
Phone 559-582-0471 <+1-559-582-0471>
billing@hanfordsentinel.com

SOUTHWEST TRANSPORTATION AGENC
16644 SOUTH ELM AVENUE
CARUTHERS CA 93609
USA

ORDER NUMBER 48328

Publication- The Hanford Sentinel

State of California

County of Kings

I am a citizen of the United States and a resident of the county foresaid; I am over the age of eighteen years, and not a part to or interested in the above entitled matter, I am the principal clerk of The Hanford Sentinel, a newspaper of general circulation, printed and published daily in the city of Hanford, County of Kings, and which newspaper has been adjudged a newspaper of general circulation by the superior court of the County of Kings, State of California, under the date of October 23, 1951, case number 11623.

That I know from my own personal knowledge the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspapers and not in any supplement thereof on the following dates, to wit:


Section: Legals
Category: 201 Public Notices
PUBLISHED ON: 10/06/2021 10/13/2021 10/20/2021

TOTAL AD COST: 701.85
FILED ON: 10/20/2021

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Kings County, California

This Day 20th of October, 2021

Signature 

RECEIVED OCT 22 2021

Ad text : AD# 48328

NOTICE TO BIDDERS
BID #2122-SC11-01

NOTICE IS HEREBY GIVEN THAT the South County Support Services Agency (hereinafter referred to as "Owner") County of Fresno, State of California, will receive seal bids prior to the date and time stated for the Bid Opening for:

Public Transportation Equipment

As per specification and contract documents which may now be obtained from Owner:

South County Support Services Agency
16644 South Elm Avenue
Caruthers, California 93609

All bids must conform and be responsive to the contract documents. Bid and appropriate documents can be obtained in person at the Business Office between 9:00 A.M. and 2:00 P.M. Monday through Friday or via email by submitting request to:

accounting@southwestjpa.org

Bids will be sealed and filed in the office of Agency Director:
South County Support Services Agency
16644 South Elm Avenue
Caruthers, California 93609

On October 27, 2021 before 8:00 A.M. on the clock designated by the Owner or its representative as the bid clock. Facsimile (FAX) copies of the bids will not be accepted.

Bids will be opened on October 27, 2021, at South County Support Services Agency 16644 South Elm Avenue, Caruthers, Ca. 93609 at 8:00 A.M., as calculated by the clock designated by the Owner or its representative as the bid clock.

Bids must be accompanied by a bidders bond, cashiers check, or certified check for at least ten percent (10%) of the amount of the base bid and made payable to the Owner. If a bid bond is used, it must be issued by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact surety insurance in the State of California during this calendar year), which shall be given as a guarantee that the bidder will enter into a Contract if awarded the Work and will be declared forfeited, paid to, or retained by the Owner as liquidated damages if the bidder refuses or neglects to enter into the Contract provided by the Owner after being requested to do so. The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A"- as rated by A.M. Best Company, or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner.

Owner may purchase one or more school bus(es), vans, vehicles. This is an indefinite quantity bid. All public school districts in all Counties in the State of California may purchase identical items at the same unit price under the terms and conditions of the Contract and pursuant to Public Contract Code Section 20118, as amended by Chapter 730 of the Statutes of 2008 (A.B. 1967) for 365 days following the date of the award of this Contract. At 5 P.M. PST on that date the ability to piggyback on this Contract shall terminate. However, prior

RECEIVED OCT 22 2021

to that original expiration date, and the expiration of any authorized extensions, Owner may extend the term of the Contract in writing. The original term and all extension shall not exceed five years from the Award of the Contract.

The governing Board of Directors of the South County Support Services Agency reserves the right to reject any and all bids received in whole or part, to waive any irregularities in the bids or bidding, and to be the sole judges of suitability of products offered.

Unless otherwise required by law, no bidder may withdraw its bid for a period of 30 days after the date set for the opening thereof or any authorized postponement thereof. The Owner reserves the right to take more than 30 days to make a decision regarding the rejection of bids of the Award of the Contract.

SIGNED

Gary Geringer
South County Support Services Agency
Publication Dates: October 6, 13, 20, 2021



Bond No. Bid

KNOW ALL MEN BY THESE PRESENTS, that we, Creative Bus Sales, Inc.

as principal, and the **GREAT AMERICAN INSURANCE COMPANY**, a corporation existing under the laws of the State of Ohio, having its Administrative Office at 301 E. Fourth Street, Cincinnati, Ohio 45202, as surety, are held and firmly bound unto South County Support Services Agency

as obligee, in the penal sum of One Hundred Sixty-One Thousand Two Hundred Fourteen and 80/100's

Dollars (\$161,214.80), lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrator, successors and assigns, Jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 19th day of October, 2021.

WHEREAS, the said principal Creative Bus Sales, Inc.

herewith submitting a proposal for BID # 2122-SC11-01

NOW, THEREFORE, the condition of this obligation is such that, if the said principal shall be awarded the said contract, and shall within Sixty (60) days after receiving notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void otherwise the principal and surety will pay unto the obligee the difference in money between the amount of the principal's bid and the amount for which the obligee may legally contract with another party to perform the work, if the latter amount be in excess of the former; but in no event shall the liability hereunder exceed the penal sum hereof.

Creative Bus Sales, Inc.

[Signature]
Principal

GREAT AMERICAN INSURANCE COMPANY

By: [Signature]
James E. Hurst, Jr., Attorney-in-Fact



Surety Bond Seal Addendum

Great American Insurance Company of New York

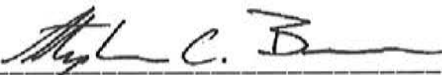
During the COVID-19 pandemic, use of traditional seals has been made impractical due to government stay-at-home orders and social distancing guidelines. As a result, Great American Insurance Company of New York ("Great American") has authorized its Attorneys-in-Fact to affix Great American's corporate seal to any bond executed on behalf of Great American by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Great American by its Attorney-in-Fact, Great American agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal were physically affixed to the face of the bond.

Dated this 24th day of March, 2020.

Great American Insurance Company of New York



By 

Stephen C. Beraha, Assistant Vice President

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 14926

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
MATTHEW F. SCHAFNITZ	ALL OF	ALL
JAMES E. HURST, JR.	LAGUNA NIGUEL,	\$100,000,000.00
VICTORIA M. RIEDL	CALIFORNIA	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this **2ND** day of **APRIL**, 2020

Attest

GREAT AMERICAN INSURANCE COMPANY



Matthew C. B...

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **2ND** day of **APRIL**, 2020, before me personally appeared **MARK VICARIO**, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, **STEPHEN C. BERAHA**, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this **19th** day of **October**, 2021



Matthew C. B...

Assistant Secretary

State of California

OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF STATUS DOMESTIC CORPORATION

I, MARCH FONG EU, *Secretary of State of the State of California*, hereby certify:

That on the 4TH day of January, 19 90,

CREATIVE BUS SALES, INC.

became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.



IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal
of the State of California this
19th day of January, 1990

March Fong Eu

Secretary of State

1650311

ARTICLES OF INCORPORATION
OF
CREATIVE BUS SALES, INC.

FILED B1
In the office of the Secretary of State
of the State of California

JAN 4 1990

March Fong Eu
MARCH FONG EU, Secretary of State

FIRST: That the name of the corporation is:

CREATIVE BUS SALES, INC.

SECOND: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code. The specific purpose of this corporation is to engage in the selling, leasing and servicing of buses and motor coaches.

THIRD: The name of this corporation's initial agent for service of process in the State of California is:

C T Corporation System

FOURTH: This corporation is authorized to issue only one class or shares of stock; and the total number of shares which this corporation is authorized to issue is One Thousand (1,000) shares without par value.

IN WITNESS WHEREOF, the undersigned has executed these Articles this 29th day of December, 1989.


Richard D. Bird, Incorporator

A0574792

1656311 SURV

FILED
In the Office of the Secretary of State
of the State of California

JAN 01 2002 *PCS*

Bill Jones
BILL JONES, Secretary of State

CERTIFICATE OF OWNERSHIP
AM ACQUISITION CORPORATION

Anthony Matijevich, Jr. and Victoria E. Matijevich certify that:

1. They are the duly elected and acting President and Secretary, respectively, of AM ACQUISITION CORPORATION, a California corporation (this "Corporation").

2. This Corporation owns all of the outstanding shares of CREATIVE BUS SALES, INC., a California corporation (the "Subsidiary").

3. The board of directors of this Corporation duly adopted and approved the following resolution:

RESOLVED, that this Corporation merge with and into the Subsidiary (with this Corporation as the disappearing corporation and the Subsidiary as the surviving corporation), and that the Subsidiary assume all remaining obligations of this Corporation pursuant to Section 1110 of the California General Corporation Law.

4. The merger of this Corporation with and into the Subsidiary is to be effective as of January 1, 2002.

5. The outstanding shares of this Corporation shall be converted pro rata into shares of the Subsidiary.

6. The board of directors of the Subsidiary has duly adopted and approved the merger of this Corporation with an into the Subsidiary pursuant to a plan of merger.

They further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of their own knowledge.

Date: December 6, 2001

[Signature]
Anthony Matijevich, Jr., President

Date: December 6, 2001

Victoria E. Matijevich
Victoria E. Matijevich, Secretary



I hereby certify that the foregoing transcript of 2 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

DEC 20 2011

Date: _____ *AB*

Debra Bowen
DEBRA BOWEN, Secretary of State



Creative Bus Sales

THE NATION'S LARGEST BUS DEALER SINCE 1980

Certificate of Authority

South County Support Services Agency

Re: Bid 2122-SC-11-01

To Whom It May Concern,

I, individually and on behalf of Creative Bus Sales, do by my signature below, certify that:

Creative Bus Sales is a corporation duly organized and existing under laws of California; I am the president, and officer of Creative Bus Sales, authorized to sign on it's behalf, and Marcus Hoffman, Bid Manager, is an officer of Creative Bus Sales authorized to make, execute and approve, on behalf of this Company, any and all contracts, or amendments thereof, entered into by and between Creative Bus Sales and South County Support Services Agency.

In witness whereof, I hereby set my hand this 25th day of October, 2021.

Tony Matijevec | President

Creative Bus Sales, Inc.

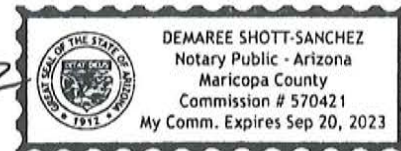
909.465.5528

TonyM@CreativeBusSales.com

Executed on the 25 day of October 2021

Notary Signature: Demaree Shott-Sanchez

Commission Expires: Sep 20, 2023



BID FORM

BID # 2122-SC-11-01

DATE: October 25, 2021

SOUTH COUNTY SUPPORT SERVICES AGENCY

WE RESPECTFULLY SUBMIT FOR YOUR CONSIDERATION OUR BID TO SUPPLY AND DELIVER PUPIL TRANSPORTATION EQUIPMENT AS FOLLOWS:

CHASSIS:	<u>Ford</u>	MODEL:	<u>Transit 150</u>	
MAKE:	<u>Ford</u>	YEAR OF MANUFACTURE:	<u>2021 or newer</u>	
WHEELBASE:	<u>130" WB</u>	ENGINE:	<u>Gasoline 3.7L V-6</u>	HP: <u>275 HP</u>
BODY MAKE	<u>Ford</u>	MODEL:	<u>Transit 150</u>	CAPACITY: <u>5 passengers</u>
TRANSMISSION:	<u>Automatic</u>			<u>4</u> AMBULATORY <u>1</u> WHEELCHAIR

CASH PURCHASE PRICE:	\$	<u>66,750.00</u>
STATE SALES TAX:	\$	<u>4,557.39 (7.975%)</u>
2007 CA TIRE TAX:	\$	<u>7.00</u>
TOTAL BID:	\$	<u>71,314.39</u>
Escalator for each subsequent year: [Owner to fill in]		<u>Up to 5%</u>

I/WE HAVE EXAMINED THE DETAILED MINIMUM SPECIFICATIONS AND GUARANTEE THIS BID TO BE IN ACCORDANCE THEREWITH. THE ABOVE PRICE INCLUDES ALL DEALER PREP, PRE-DELIVERY SERVICE, NECESSARY LETTERING, F.O.B. DELIVERY, AND DOCUMENTATION FEE.

If written Notice of Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of Agreement present in the Contract documents in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

Creative Bus Sales, 14740 Ramona Ave, Chino Ca 91710

O: 909.465.5528; F: 909.465.5529; jasonh@creativebussales.com

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

NOTE: Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and 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. Bids by corporations must be signed 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.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name Marcus Hoffman

Title Bid Manager

Name of Company Creative Bus Sales, Inc.

Business Address 14740 Ramona Avenue, Chino, CA 91710

Telephone Number (800) 326-2877

State of Incorporation, if Applicable California

(x) Evidence of authority to bind corporation is attached.

Dated: October 25th, 2021

Signed [Signature]

Additional Signature Lines if Applicable:

Print or Type Name Victoria Matijevich

Title Secretary

Name of Company Creative Bus Sales, Inc.

Business Address 14740 Ramona Avenue, Chino, CA 91710

Telephone Number (800) 326-2877

Dated: October 25th, 2021

Signed [Signature]

SPECIFICATIONS

Bid #2122-SC11-01(B)

Van Bid

The van furnished shall comply with all current State of California and Federal Motor Vehicle Safety Standards in effect at time of manufacture. Additionally, the South County Support Service Agency (SCSSA) is requiring the following supplementary specifications. Under specifications furnished, fill in all spaces. Indicate compliance with "Comply" or explain equivalents or exceptions in the space provided. Equivalency of any exceptions to the items requested will be solely at the discretion of the SCSSA.

Van shall be delivered within 30 days from the date of order, F.O.B. Destination to SCSSA.

Minimum Specifications Required	Specifications furnished
<p>New van capable of transporting up to five passengers (four seated with one open WC position) plus driver in a proper and safe manner.</p> <p>Acceptable manufacturers include Ford (Lone Star, Forrest River, Transit Works Van)</p> <p>Bidder must be a valid franchised dealer in the State of California for the unit(s) bid.</p> <p>Bus must be new with transportation miles only.</p> <p>No alternative bids will be accepted.</p>	<p>Year: 2021 or newer</p> <p>Manufacturer: Ford Transit-Forest River</p> <p>Capacity: Five Passenger with wheelchair plus driver</p>
<p>Vehicle Dimensions</p> <p>G.V.W.R.: Minimum 8,550 lbs.</p> <p>Minimum wheelbase: 130"</p> <p>Approximate overall height: 100"</p>	<p>G.V.W.R.: 8670lb</p> <p>Wheelbase: 130"</p> <p>Overall height: 100"</p>

Specifications

Item	Minimum Specifications Required	Specifications furnished
Airbags	Side airbags and safety canopy curtain airbags.	Comply
Alarm	Backup alarm.	Comply
Camera	Rearview camera.	Comply
Chassis	Ford Transit 150 with the following: <ul style="list-style-type: none"> • Four-wheel anti-lock disc brakes • AdvanceTrac with Roll Stability Control • Side wind stabilization • Poser steering with tilt steering column • Spring suspension with gas shock absorbers • Minimum 3.5L gasoline engine (flex fuel capable) • Speedometer, odometer, oil pressure, water temperature and alternator gauges, tire pressure monitoring system • Minimum 220-amp alternator • Five LT235/65Rx16E tires • Six-speed automatic transmission • Transmission cooler • 25-gallon fuel tank • 3.73 rear axle ratio 	Comply
Color	Oxford white exterior color with Pewter Grey interior. Black bumpers.	Comply
Fire extinguisher	5 lb. fire extinguisher	Comply
Floor	Aluminum Floor System that is made from Aluminum Extruded sections. The sections will interlock together. Sections of the Aluminum Extrusion shall be designed so that Aluminum L Track can be installed flush mount into the extrusion structure. Upon request, provide documentation of " in-vehicle" testing done on the Aluminum Floor system that complies with all FMVSS regulations pertaining to Seat installation and Wheelchair securement devices.	Comply

Item	Minimum Specifications Required	Specifications furnished
	Minimum of eight sections of flush mount aluminum L-Track shall be installed into the vehicle Aluminum Floor system. Size M10 bolts spaced no more than 6" apart shall fasten the L-Track into tapped sections of the Aluminum Floor System. No more than (2) two bolts per L-Track will be bolted through the chassis metal floor. Flush mounted L-Track will be made from AL 6082-T6 Aluminum.	
HVAC	OEM front and rear AC and heat	Comply
Power Group	Power mirrors, power windows, power door locks and keyless entry.	Comply
Radio	AM/FM stereo w/ digital clock, audio input jack, two speakers in front and four speakers in rear.	Comply
Reflectors	Triangle reflector kit.	Comply
Seats (front)	Dual vinyl bucket seats with driver side and passenger side airbags.	Comply
Seats (rear passenger)	Seating for three passengers with three-point restraints.	Comply
Steps	Exterior step at driver's door and passenger doors.	Comply
Wheelchair lift	Braun Century Series model 917 or equivalent.	Comply
Wheelchair tiedowns	One set of seven-point tiedowns.	Comply
Windows	Full set of tinted windows in passenger area.	Comply

Additional approved options available

Item #	Description	Price
1.	Change to dual rear wheel chassis	\$1,950
2.	Increase wheelbase up to 148"	\$1,075
3.	Upgrade to Transit 250 chassis	\$1,950
4.	Upgrade to Transit 350 chassis	\$4,150
5.	Upgrade to medium roof	\$925
6.	Upgrade to high roof	\$2,200
7.	Upgrade to EcoBoost engine	\$980
8.	Upgrade tires and wheels	\$800
9.	Upgrade rear axle ratio	\$250
10.	Decrease GVWR	N/A
11.	Increase GVWR	N/A
12.	Remove aluminum floor system	(\$1,500)
13.	Change to GM chassis	N/A
14.	Change to Dodge chassis	\$4,950
15.	Change to diesel powered drive train	\$6,600
16.	Change to full battery-electric drive system	\$234,000
17.	Add charge-depleting hybrid package	\$84,000
18.	Add charge-sustaining hybrid package	\$131,250
19.	Add CNG package	\$40,000
20.	Add propane package	\$12,000
21.	Add drive-line retarder	\$13,000
22.	Add fire suppression system	\$5,300
23.	Add or remove passenger seat	\$550
24.	Add ISO latch to passenger seat	\$75
25.	Add integrated child seat (ICS) to passenger seat	\$375
26.	Add Safeguard Star seat	\$150
27.	Automatic tire chains	\$4,250
28.	Remove wheelchair lift, lift door and lift accessories	(2,800)

Item #	Description	Price
29.	Add or remove wheelchair station	\$950
30.	Digital color two-head HD camera system	\$2,500
31.	Additional HD camera heads for camera system (price per camera)	\$550
32.	DVD player with flip down monitors	\$4,650
33.	Remove specified AC system	N/A
34.	Pre-trip inspection system (ship loose)	\$1,650
35.	Install pre-trip inspection system	\$1,650
36.	GPS/fleet management tracking system	\$1,375
37.	Add parcel racks	\$1,250
38.	Add luggage compartment	\$800
39.	Increase engine warranty (price per year)	\$1,750
40.	Increase transmission warranty to five years/unlimited miles	\$1,200
41.	Increase chassis warranty (price per year)	\$2,100
42.	Increase body warranty (price per year)	\$2,100
43.	Upgrade alternator	\$1,100
44.	Add air-ride suspension	\$8,800
45.	Add liquid-spring suspension	\$10,750
46.	Add block heater	\$500
47.	Add back-up camera with monitor in mirror	\$1,600
48.	Add back-up sensors mounted in rear bumper	\$500
49.	Install 360-degree view camera system	\$2,500
50.	On-board WIFI	\$1,050
51.	Add USB charging port	\$250/unit
52.	Add over-the-air programming	\$400
53.	Add collision mitigation system	\$2,750
54.	Cost plus 5% on items not listed	Comply

SOUTH COUNTY SUPPORT SERVICES AGENCY

MINUTES BOARD OF DIRECTORS Regular Meeting November 3, 2021

PRELIMINARY...

The Regular Meeting of the Board of Directors was called to order by Orin Hirschhorn at 8:35 A.M.

ATTENDANCE...

Orin Hirschhorn, President
Jeff Percell, Vice President (Arrived 8:38 A.M.)
Mike Iribarren, Member
Lupe Nieves, Member
Reatha Martinez, Member
Dan Conway, Member (Arrived 8:38 A.M.)
Valori Gallaher, Member
Gary Geringer, Agency, Director
Maricela Ordoñez, Director of Finance
Lynn Hill, Administrative Assistant
Shelly Thomas, Director of Transportation

PUBLIC PRESENTATION

None

1. CONSENT ITEMS

1.1 THRU 1.4 CONSENT ITEMS

Motion to approve the consent items of the Regular Meeting of the Board of Directors.

MSC: Mike Iribarren, Valori Gallaher

Yes: 5 No: 0

2. DISCUSSION ITEMS

2.1 IT Update:

IT Department has set up and distributed new Apple laptops for staff at Alvina and Alpaugh. Raisin City camera installation is just about finished. Replacement of older dome cameras at Caruthers with newer technology has begun. Dennis has completed a network upgrade for Monroe and is working with IT department at Fresno County Superintendent of Schools so they can complete their part. Greg is still waiting to hear back from Waukena Unified Superintendent to reschedule regarding the possibility of using South County for IT support next year.

2.2 BID #2122-SC11-01 – School buses and other public transportation equipment.

3. ACTION ITEMS

3.1 Bid #2122-SC11-01 – School buses and other public transportation equipment.

Motion for the Board of Directors of South County Support Services Agency to award Bid #2122-SC11-01 for purchases of school buses and other public transportation equipment to Creative Bus Sales.

MSC: Lupe Nieves, Jeff Percell

Yes: 5 No: 0

4. MISCELLANEOUS ITEMS

No Items.

5. ITEMS FROM THE BOARD MEMBERS

No Items.

6. FUTURE AGENDA ITEMS

2021/2022 Budget – First Interim.

Annual Reorganization Meeting scheduled for Wednesday, December 1, 2021 in the Southwest Education Support Center Conference Room at 8:30 A. M.

7. CLOSED SESSION

Motion for the Board of Directors of South County Support Services Agency to adjourn to closed session at 9:00 AM.

MSC: Dan Conway, Valori Gallaher

Yes: 7 No: 0

Reconvene

The Board of Directors of South County Support Services Agency reconvened to regular session at 9:28 A.M.

MSC: Valori Gallaher, Jeff Percell

Yes: 7 No: 0

8. CLOSED SESSION ACTION

Motion for the Board of Directors of South County Support Services Agency to accept the resignation of employee #3008 as a school bus driver.

MSC Valori Gallaher, Reatha Martinez

Yes: 7 No: 0

Motion for the Board of Directors of South County Support Services Agency to appoint employee #8663 as a school bus driver.

MSC Valori Gallaher, Lupe Nieves

Yes: 7 No: 0

9. ADJOURNMENT

Motion to adjourn the Wednesday, November 3, 2021 regular meeting of the Board of Directors at 9:29 A.M.

MSC: Dan Conway, Jeff Percell

Yes: 7 No: 0

The next regular meeting of the South County Support Services Agency Board of Directors has been scheduled for Wednesday, December 1, 2021, at 8:30 A.M.


Clerk to Board

November 2, 2022

Creative Bus Sales
Attn: Jason Hohalek
14740 Ramona Ave
Chino, Ca 91710

RE: Bid 2122-SC11-01

At the November 2, 2022, regular board meeting, South County Support Services Agency Governing Board has approved your request for an extension of Bid #2122-SC11-01 thru November 3, 2023 with the proposed price escalators in the table below as a result of PPI increase and additional increase from your manufacturers from previous contract.

Listing of Awarded Sections on 2221-SC11-01			
Description	Current Price	Requested Increase	New Contract Price
Section A - Magellan E450 Cutaway	\$ 91,750.00	\$ 27,606.00	\$ 119,356.00
Section B - Ford Transit	\$ 66,750.00	\$ 19,567.00	\$ 86,317.00
Section C - IC CE	\$ 141,500.00	\$ 20,305.25	\$ 161,805.25
Section D - IC RE	\$ 176,330.00	\$ 25,303.36	\$ 201,633.36
Section E - GreenPower BEAST	\$ 412,275.00	\$ 59,161.46	\$ 471,436.46
Section F - GreenPower EV Star	\$ 194,900.00	\$ 27,968.15	\$ 222,868.15
Section G - Braun Van	\$ 64,715.00	\$ 18,540.00	\$ 83,255.00
Section H - Lonestar Van	\$ 88,900.00	\$ 32,557.00	\$ 121,457.00
Section I - Rockport EV Truck	\$ 217,055.00	\$ 31,147.39	\$ 248,202.39

Regards,



Gary Geringer
Southwest Transportation Agency

SOUTH COUNTY SUPPORT SERVICES AGENCY

MINUTES BOARD OF DIRECTORS Regular Meeting November 2, 2022

PRELIMINARY...

The Regular Meeting of the Board of Directors was called to order by Orin Hirschorn 8:30 A.M.

ATTENDANCE...

Orin Hirschorn, President
Jeff Percell, Vice President
Shelley Manser, Clerk
Mike Iribarren, Member
Lupe Nieves, Member
Reatha Martinez, Member
Valori Gallaher, Member
Gary Geringer, Agency Director
Maricela Ordoñez, Director of Finance
Robin Orozco, Administrative Assistant
Amber Simas, Director of Transportation

PUBLIC PRESENTATION

Guest: Ted Miller, Neighbor

Suggestions and ideas as to the operations of the facility.

1. CONSENT ITEM

1.1 THRU 1.4 CONSENT ITEMS

Motion to approve the consent items of the Regular Meeting of the Board of Directors.

MSC: Lupe Nieves, Valori Gallaher

Yes: 7 No: 0

2. DISCUSSION ITEMS

2.1 IT Update:

- IT has continued to work on work orders for all school districts that we provide service to
- Setup 6 new iPads and 4 Samsung Galaxy's for Kings River
- Setup a wireless bridge for Caruthers district office
- Assisted Caruthers in moving staff from old district office to their new district office
- One of the larger projects this month was setting up 100 new iPads and installing screen projectors with cases for Alpaugh
- IT updated 500 iPads throughout the classrooms at Alpaugh
- Placed 4 new classrooms online for Caruthers High School and installed new TV's, phones and access points for the classrooms
- New TV's at Learning Center at Caruthers Elementary, installed

2.2 Bid #2122-SC11-01 – Creative Bus Sales - Request for Extension 2022-2023 – presented and reviewed.

3. ACTION ITEMS

3.1 Bid #2122-SC11-01 – Creative Bus Sales – Request for Extension 2022-2023.

Motion for the Board of Directors of South County Support Services Agency to approve Bid # 2122-SC11-01 – Creative Bus Sales – Request for Extension 2022-2023.

MSC: Lupe Nieves, Jeff Percell

Yes: 7 No: 0

4. MISCELLANEOUS ITEMS

Actuarial Study of Retiree Health Liabilities Under GASB 74/75 was presented

Fresno County Superintendent of Schools letter Approval of 2022-2023 JPA Adopted Budget was presented

5. ITEMS FROM THE BOARD MEMBERS

No Items.

6. FUTURE AGENDA ITEMS

2022/2023 Budget – First Interim.

Annual Reorganization Meeting scheduled for Wednesday, December 7, 2022.

7. CLOSED SESSION

Motion for the Board of Directors of Southwest Transportation Agency to adjourn to closed session at 9:00 A.M.

MSC: Valori Gallaher, Reatha Martinez Yes: 7 No: 0

Reconvene

The Board of Directors of South County Support Services Agency reconvened to regular session at 9:29 A.M.

MSC: Jeff Percell, Shelley Manser Yes: 7 No: 0

8. CLOSED SESSION ACTION

Motion for the Board of Directors of South County Support Services Agency to appoint employee #3221 as school bus driver.

MSC: Jeff Percell, Mike Iribarren Yes: 7 No: 0

Motion for the Board of Directors of South County Support Services Agency to appoint employee #7886 as school bus driver.

MSC: Valori Gallaher, Lupe Nieves Yes: 7 No: 0

Motion for the Board of Directors of South County Support Services Agency to appoint employee #1244 as school bus driver.

MSC: Reatha Martinez, Shelley Manser Yes: 7 No: 0

Motion for the Board of Directors of South County Support Services Agency to appoint employee #8601 as school bus driver.

MSC: Mike Iribarren, Jeff Percell Yes: 7 No: 0

Motion for the Board of Directors of South County Support Services Agency to appoint employee #2423 as school bus driver.

MSC: Valori Gallaher, Shelley Manser Yes: 7 No: 0

Motion for the Board of Directors of South County Support Services Agency to appoint employee #4630 as school bus driver.

MSC: Valori Gallaher, Jeff Percell Yes: 7 No: 0

Motion for the Board of Directors of South County Support Services Agency to appoint employee #0689 as school bus driver.

MSC: Mike Iribarren, Reatha Martinez Yes: 7 No: 0

Motion for the Board of Directors of South County Support Services Agency to appoint employee #6690.

MSC: Valori Gallaher, Lupe Nieves

Yes: 7 No: 0

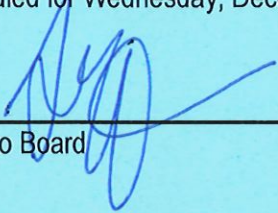
9. ADJOURNMENT

Motion to adjourn the Wednesday, November 2 , 2022 regular meeting of the Board of Directors at 9:30 A.M.

MSC: Valori Gallaher, Jeff Percell

Yes: 7 No: 0

The next regular meeting of the South County Support Services Agency Board of Directors has been scheduled for Wednesday, December 7, 2022, at 8:30 A.M.



Clerk to Board

June 27, 2023

Creative Bus Sales, Inc dba Model 1
Attn: Jason Hohalek
14740 Ramona Ave
Chino, CA 91710

RE: South County Support Services Agency Contract 2122-SC11-01

South County Support Services Agency (SCSSA) has been informed of the name change only by Creative Bus Sales Inc via dba Model 1 Commercial Vehicles. South County Support Services Agency (SCSSA) approves Creative Bus Sales Inc dba Model 1 on the SCSSA 2122-SC11-01 contract as the FEIN remains unchanged.

South County Support Services Agency acknowledges the change in name only as Creative Bus Sales dba Model1. Creative Bus Sales, Inc has informed South County Support Services Agency that they have filed the name change with the Secretary of State and this may take some time for processing. Creative Bus Sales Inc will finalize the name change to Model1 in California once documentation has been finalized at the state level.

The FEIN has not and will not change, the dba remains active, SCSSA shall review the contract in November for annual renewal, at that time will review name change documents in accordance with Secretary of State filing.

Gary Geringer



Agency Director-South County Support Services Agency



Quote for purchase Ford model Transit Van

Capacity: 9 passengers plus driver

September 28, 2023

Line	Price Calculations	Bid Option Reference #	Per Bus	1 Buses
Bid price based on the South County Support Services Agency Bid #2122-SC11-01			\$66,750.00	
<i>Additional Approved Options...</i>				
1	Increase wheelbase to 148"	2	\$1,075.00	
2	Upgrade to Transit 350 chassis	4	\$4,150.00	
3	Upgrade to medium roof	5	\$925.00	
4	Change to full battery-electric drive system	16	\$32,449.00	
5	Remove wheelchair lift, lift door and lift accessories	28	(\$2,800.00)	
6	Remove wheelchair station	29	(\$950.00)	
7	3-point Freedman ADA track seat (five @ \$1650 each)	54	\$8,250.00	
8	Ford mobile charger, Ford Level 2 charger and 3 years Ford Pro Telematics	54	Included	
<i>CBS Dealer Discount...</i>			(\$15,854.00)	
Sub-total			\$93,995.00	\$93,995.00
Add sales tax			9.250% \$7,806.54	\$7,806.54
Total			\$101,801.54	\$101,801.54
DMV Fee			\$33.00	\$33.00
CA Tire Fee			\$7.00	\$7.00
Total			\$101,841.54	\$101,841.54
CA HVIP Funding				
Total			\$101,841.54	\$101,841.54

Delivery Date 45 Days after PO 45 Days after PO

* Adjusted for non-taxable special needs equipment

Total non-taxable items \$9,600.00

Municipal lease option with \$1 buyout: (Estimated Budget Numbers: Formal quote will be emailed separately with applicable market rates)	\$101,841.54	\$101,841.54
Three Year Option (annual payments) 6.65%	\$36,153.75	\$36,153.75
Five Year Option (annual payments) 6.3%	\$22,914.35	\$22,914.35
Seven Year Option (annual payments) 6.2%	\$17,211.22	\$17,211.22



Model 1 Commercial Vehicles, Inc.
 14740 Ramona Ave
 Chino, CA 91710

Phone: (909) 203-4800
 Fax: (909) 465-5529
 model1.com

BUYER'S ORDER CONTRACT

Date:	September 28, 2023	Unit #(s):	1716085
Customer Name:	Santa Cruz City Schools		
Contact:	Emil Frates	Phone:	831-429-3851
Address:	405 Old San Jose Road	Fax:	
City, State, Zip:	Santa Cruz , CA 95073	E-Mail:	efrates@sccs.net
Customer ID:		Salesperson:	Greg Bombard
Ship To Address:	Attn: Emil Frates - Santa Cruz City Schools - 300 La Fonda Ave		
Ship To Address Cont'd:	Santa Cruz , CA 95060		
Ship To Phone:	831-429-3851	Ship To Email:	efrates@sccs.net
Finance Source:		Contact:	
Address:		Phone:	
City, State, Zip:		County:	
Description of Vehicle:	Ford Model Transit Van. Piggyback Bid #2122-SC11-01-B Created 09252023		

VIN #:	1FTBW9CK7PKA67914		
Engine Type:	Electric	FOB Terms:	Shipping
Number of Passengers:	9	Wheelchair Positions:	
Estimated Delivery Date:	45 Days after PO	Payment Terms:	Net 30
		Unit Price	\$ 93,910.00
		Delivery	\$ -
Possession State:	CA	Incentive (Non-Taxable)	\$ -
		Rebates (Taxable)	\$ -
		Doc Prep Fee (Taxable)	\$ 85.00
		Base Selling Price	\$ 93,995.00
		ADA Amount (Non Taxable)	\$ 9,600.00
		Total Taxable Amount	\$ 84,395.00
		Sales Tax * (Estimated)	\$ 7,806.54
9.250%	CA - Santa Cruz		\$ -
Notes:			\$ -
* The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer.			\$ -
Sales tax estimate is calculated based on the location in which the customer registers the vehicle.		DMV Fees* (Estimated)	\$ -
All rebates and incentives will be signed over to Model 1 Commercial Vehicles, Inc.		DMV Electronic Filing Fee	\$ 33.00
California State Tire Fee of \$1.75 per tire applies to all new vehicle purchase or leases.		Tire Fee	\$ 7.00
		Fees Sub-Total	\$ 40.00
		Total Price Per Unit	\$ 101,841.54
		Quantity	1
		Contract Total	\$ 101,841.54
		0.00	
		Customer Net Trade	\$ -
		Customer Deposit	\$ -
		HVIP	\$ -
		Balance Due	\$ 101,841.54

Remit To: PO Box 713176, Chicago, IL 60677-0376

Terms and Conditions:

1. **DEALER MAKES NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED.** This Vehicle is sold by Dealer "AS-IS" with no Dealer guarantee or warranty, implied or express. Dealer does not affirm or adopt any manufacturer warranties available to this Vehicle or any of its components. **DEALER HEREBY DISCLAIMS AND EXCLUDES FROM THIS SALE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS. CUSTOMER ACKNOWLEDGES THIS DISCLAIMER IS MADE IN CAPITALIZED, BOLD AND UNDERLINED FONT AND IS "CONSPICUOUS."** Customer understands Dealer does not warrant the year of this Vehicle, the year of the chassis, or the year of any of its component parts, and that the manufacturer(s) of the Vehicle chassis or component is solely responsible for the year assigned to this Vehicle to the extent its year is referenced in the Agreement. If Customer is purchasing a "new" Vehicle as indicated above, Customer acknowledges that "new" means only that the Vehicle has not been previously titled although the Vehicle may have been used in a demo or a show; new does not create any warranty or expectation of value or performance. Customer understands and agrees that if either of Customer or Dealer should breach this Agreement or if Customer institutes any claim arising out of contract or the purchase of the Vehicle, the statute of limitation for any such claim is limited to one (1) year from the date of sale.

2. **DEPOSIT.** If indicated above, Customer Deposit is due at the time of signing this order contract. The balance due indicated above is due before vehicle(s) will be released to the Customer. If the vehicle(s) is not accepted by the Customer, the vehicle will be available for sale to other customers. The vehicle(s) will not be titled to the Customer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause.

3. **DEALER NOT AGENT OF MANUFACTURER.** Dealer is not the agent of the manufacturer. Dealer is not responsible for changes by the manufacturer in the price, available rebate, design or accessories of specially ordered vehicles. If Dealer's price increases on a specially ordered vehicle, or if a rebate to be received by Dealer is reduced or eliminated, the Customer's price will be increased by a like amount. If Customer is dissatisfied with the increase, Customer may cancel this order and Customer's deposit and trade-in or the actual cash value of the trade-in, if sold, minus any loan, will be refunded. Customer understands that manufacturer may, from time to time, change the model, design, or other elements, including the parts and accessories, in the vehicle and at any time a manufacturer makes such changes, neither Dealer nor manufacturer are obligated to make the same changes to Customer's vehicle, even if such changes are made prior to delivery of the vehicle.

4. **DELAYS.** Customer will not hold Dealer liable for any delay caused by the vehicle or any component part manufacturer, accidents, strikes, fires, Acts of God, or any other cause beyond Dealer's control.

5. **CUSTOMER'S INSPECTION AND ACCEPTANCE OF VEHICLE.** Customer understands that damage may have occurred to the vehicle at the manufacturer(s) factory, during transport to Dealer, or while in Dealer's possession, on Dealer's premises, or at a show or promotional event. Customer acknowledges that such damage to the vehicle, if any occurred, is typically corrected by the factory or repaired by the Dealer prior to delivery. Upon taking delivery of the vehicle, Customer acknowledges: (i) having received ample opportunity for, and actually inspecting the vehicle as fully as Customer desires and (ii) utilizing and relying solely upon Customer's own judgment to inspect and determine that the vehicle is of adequate quality, merchantable, and otherwise fit for the purposes intended by Customer such that Customer accepts the vehicle in its condition as of the date Customer signs the front page of this Agreement. Customer further acknowledges that Customer did not make Dealer aware, and that Dealer was unaware, implicitly or expressly, of any particular purpose intended by Customer for the Vehicle. Consequently, Customer has not relied upon Dealer's skill or judgment in the selection or delivery of the vehicle. Customer acknowledges that Dealer has not made any representation regarding the vehicle's condition, history, status, prior usage, quality of or regularity of care or servicing, nor the existence of prior damage and/or repair of damage except as required by law.

6. **IF NOT A CASH TRANSACTION. IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK.**

7. **TITLE; ODOMETER STATEMENT.** Title to the Vehicle will remain with Dealer until the agreed upon purchase price is paid in full in cash or Customer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title shall pass to Customer even though the actual delivery of the Vehicle may be made at a later date. Customer agrees that no statement has been made as to the number of miles on any new, used, or demo vehicles, except as set forth in the odometer mileage statement as provided by the Federal Odometer Law and on the face of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement. Customer acknowledges receipt of such Federal Odometer Statement.

8. **TRADE-IN.** If Customer is trading in a vehicle, Customer will give Dealer the original bill of sale or the title to the trade-in. Customer promises that any trade-in which Customer gives in this purchase transaction is owned by Customer free of any lien or other claim except as noted on the other side of this Agreement. Customer promises that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Customer will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included. Any trade-in delivered by Customer to Dealer in connection with this Agreement shall be accompanied by documents sufficient to enable the Dealer to obtain a title to the trade-in in accordance with applicable state law. Customer warrants that the trade-in is or will be properly titled to Customer and/or Customer has the right to sell or otherwise convey the trade-in and the trade-in has never been a salvaged, reconditioned or rebuilt, flooded or a lemon buyback, and the trade-in is free and clear of all liens or encumbrances except as may be noted on the front of this Agreement.

9. REAPPRAISAL OF TRADE-IN. If Customer's initial trade-in value is determined by anything other than a physical appraisal by Dealer, Dealer may later reappraise and amend the value of the trade-in allowance at such time Dealer has the opportunity to perform a physical appraisal of the trade-in. This physical appraisal will then determine the actual trade-in allowance provided on the front side of this Agreement.

10. FAILURE TO COMPLETE PURCHASE. Customer agrees to pay the balance owed on the terms and accept delivery of the Vehicle within forty-eight (48) hours after being notified that the Vehicle is ready for delivery. Failure to timely accept delivery by Customer shall give Dealer the right to dispose of any trade-in, trading any cash consideration received as a deposit and retaining the same, and at Dealer's option, the right to retain any deposit and pursue any other remedy available under the law to adequately compensate Dealer's incidental and consequential damages and all other damages, costs, expenses, or losses incurred by Dealer because Customer failed to complete this purchase. If Dealer paid any negative equity balance on the trade-in, Customer shall pay to Dealer the amount paid on Customer's behalf. If Dealer brings an action or involves an attorney to enforce the terms of this section, Customer agrees to pay Dealer's reasonable attorneys' fees, court costs, and other expenses incurred in pursuing such action.

11. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. Incidental and consequential damages arising out of the sale, use, servicing and/or quality of this Vehicle, including, but not limited to, any loss of use, loss of time, inconvenience, aggravation, loss of wages/earnings/income, fuel/transportation expenses, hotel/motel costs, insurance, storage, rental or replacement, altered or cancelled trips/vacations, the cost of any food/meals and any other incidental and consequential damages are specifically excluded and Dealer specifically disclaims liability for any such incidental and/or consequential damages. Customer acknowledges that Customer shall not seek or recover such incidental or consequential damages from Dealer. Customer acknowledges this disclaimer of incidental and consequential damages is independent of and shall survive any failure of the essential purpose of any warranty or remedy.

12. NON-DEALER WARRANTY(S) (IF APPLICABLE). Customer understands and agrees that manufacturer(s)' written warranties, if any are applicable to this Vehicle, were fully and conspicuously disclosed in writing by Dealer, by Dealer disclosing and providing any such written instruments to Customer prior to Customer signing the front side of this Agreement and Customer acknowledges having physically received such written instruments. Customer acknowledges that Dealer is not an agent of the manufacturer and that Dealer has not represented or misrepresented the terms of any applicable manufacturer(s)' written warranties because either (i) Customer has read to Customer's satisfaction the actual terms of any such written instruments, which expressly state the coverage, application period, conditions, and exclusions or (ii) Customer has voluntarily chosen not to read such warranties.

13. TAXES, INSURANCE. Customer shall be liable for all sales, use, or other taxes of a similar nature applicable to the transaction unless such payment is otherwise prohibited by law. Customer assumes responsibility to cover the Vehicle described on the front of this Agreement with necessary and proper insurance coverage and assumes all legal liability arising from the operation of the Vehicle from the time of delivery. Customer understands that Customer is not covered by insurance on the Vehicle until Customer's insurance company accepts coverage on the Vehicle. Customer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to Customer's insurance company accepting coverage on the Vehicle.

14. CHOICE OF LAW AND VENUE, FEES. Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall be interpreted under the laws of the state in which Dealer is located and venue will be in the state and county in which Dealer is located or the applicable federal court. If Dealer brings a legal action to enforce or interpret this Agreement and prevails, Customer shall pay Dealer's reasonable attorneys' fees and costs incurred in such action. If Customer brings an action based on this Agreement and does not prevail, Customer shall pay Dealer's reasonable attorneys' fees and costs incurred in the defense of such action or any part thereof.

15. WAIVER OF JURY TRIAL; CLASS ACTIONS. Customer agrees that any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof will be decided by a judge, rather than a jury. Customer further agrees in connection with this purchase to waive Customer's right to participate as a class member in any class action lawsuit that might be brought against Dealer.

16. SEVERABILITY. Customer and Dealer agree that each portion of this Agreement is such that if any term, provision or paragraph is found to be invalid, voidable, or unenforceable for any reason, such provision or paragraph may be severed and all other portions of this Agreement shall remain valid and enforceable.

17. ENTIRE AGREEMENT/NO RELIANCE. The written terms on the front and reverse side of this Contract comprise the entire agreement between Customer and Dealer, and Customer has read and understands the front and reverse side of this Agreement. No verbal, unwritten, electronic or other communication of any nature not contained in this Agreement was relied upon by Customer, became part of the basis of Customer's bargain, or is enforceable by Customer against Dealer even if alleged or determined to constitute fraud, fraudulent inducement, or fraudulent misrepresentation and no such verbal, unwritten, electronic, or other communication shall invalidate this Agreement or any written provision herein, or serve as grounds for Customer's rejection, rescission, or revocation of acceptance of this Agreement or this Vehicle, such that Customer cannot seek or obtain any statutory, legal, equitable or other relief against Dealer as a result thereof. Customer acknowledges and agrees that all discussions, negotiations, advertisements, representations, and affirmations of fact in any format, whether verbal, written, electronic or otherwise, which are not written in this Agreement, were not relied upon by Customer, are not included in this Agreement, and are not enforceable against Dealer.

Authorized Customer's Representative

Model 1 Commercial Vehicles, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Ford E-Transit OEM Electric, Passenger Van



Chassis

- Ford Transit 350, Medium Roof Passenger Van
- Ford OEM Electric Motor, Single, Rear
- Power Stats: 198 kW / 266 HP / 317 TQ
- Single Speed Electric Transmission
- Rear Wheel Drive
- Single Rear Wheel
- Battery Capacity: 68 kWh
- Floor-mounted, Single Lithium Ion Battery Pack
- GVWR: 9,500

Exterior

- Length: 19'-7.5" (Long, Med Roof)
- Wheelbase: 148"
- Running Boards, Driver Side, Passenger Side
- Curbside Sliding Door
- Rear Double Doors
- 16" Steel Wheels with Full Wheel Covers

Interior*

- Gerflor Black Graphite Flooring
- Long Wheelbase ABS Plastic Interior w/ LED Dome Lights
- Entry Grab Rail (Stanchion) on Right Side (B-Pillar)
- Freedman 3 Point Mid-Hi Seats in Ash Gray Vinyl or Jordan Blue Fabric*
- Multiple Floorplans Available (See reverse for options)*

Safety

- OEM Reverse Camera
- First Aid Kit, Fire Extinguisher, Triangles

Charging**

- Ford Mobile Charger w/ 120 & 240 Volt Connectors (Level 1) & Ford Pro™ AC Charging Station (Level 2)
- Ford Pro™ Depot Charging Management Software
- Estimated Charging time**
 - 15-80% DCFC (115 kW) 34 min, 15-80% (50 kW) 65 min**
 - 0-100% 240V L2 (48A) 8 hrs, 0-100% 240V L2 (30A) 12 hrs**

Accessories & Features

- SYNC 4 AM/FM/Bluetooth Radio
- Ford Pro™ Telematics Essentials
- Ford Pro™ E-Telematics
- E-Transit HVAC System Twin Air TM431F-E Floor-Mounted 31,000 BTU A/C & 28,000 BTU Heater (Rear Passenger)

Paratransit Optional Equipment*

- Up to 2 Wheelchair Tie-down Positions*
- Rear Door BraunAbility™ Power Wheelchair Lift with Interlock
- Q'Straint™ Restraint System*

Our Exclusive Features

- Interior Upfit Package: Passenger or Paratransit
- Ford Pro™ Depot Charging Software Subscription
- Ford Pro™ AC Charging Station (Level 2)

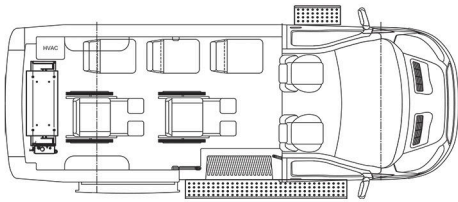
* Contact us for more information about available optional equipment and specific options on in stock vehicles.

** Charge times based on manufacturer computer engineering simulations. The charging rate decreases as battery reaches full capacity. Your results may vary based on peak charging times and battery state of charge. Actual range varies with conditions such as external elements, driving behaviors, vehicle maintenance, & battery age.

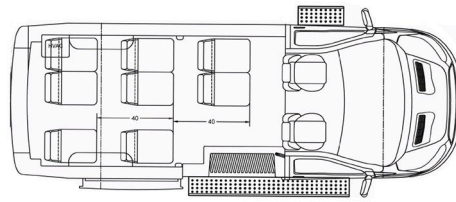


Ford E-Transit

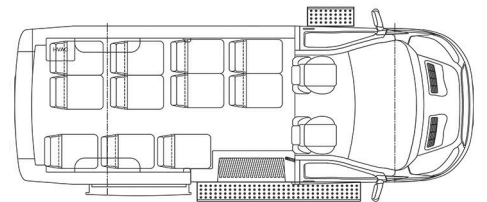
OEM Electric, Passenger Van



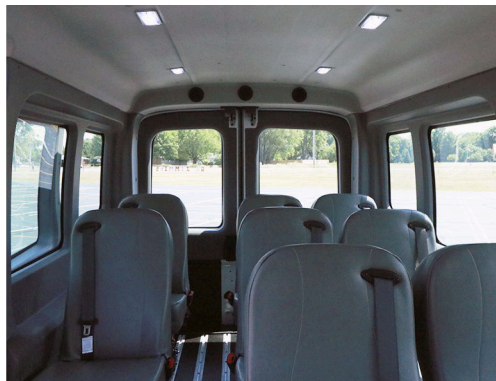
4 Passenger, 2 Wheelchair Configuration*



9 Passenger, 0 Wheelchair Configuration*



12 Passenger, 0 Wheelchair Configuration*



*Contact us for more information about available optional equipment and specific options on in stock vehicles.

2022 FORD E-TRANSIT (U.S.)

TECHNICAL SPECIFICATIONS



BODY

Construction/materials	Steel unibody
Body style	Cargo, chassis cab and cutaway vans
Roof heights	Low, medium and high
Lengths	Regular, long and extended
Final assembly location	Kansas City Assembly Plant, Claycomo, MO

DRIVETRAIN

Layout standard	Floor battery, rear wheel drive, rear e-motor
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PERFORMANCE

Peak Power [kW/HP]*	Targeting 198 kW / 266 HP
Peak Torque*	Targeting 317 lb.-ft.

BATTERY/CHARGING**

Usable Energy	67 kWh
Battery Configuration	Li-ion, single pack
Onboard Charger	10.5 kW output / 11.3 kW input
Peak DCFC Power	115 kW
Pro Power Onboard	2.4 kW (available)

15-80% DCFC (115 kW)	34 min
15-80% (50 kW)	65 min
0-100% 240V L2 (48A)	8 hours
0-100% 240V L2 (30A)	~12 hours
Ford Mobile Charger (120V/240V)	Standard
Ford Connected Charge Station (48A)	Available

15-min miles (DCFC)†	45 (low-roof van)
10-min miles (DCFC)†	30 (low-roof van)
L2 charging miles per hour (48A)†	15 (low-roof van)
L2 charging miles per hour (30A)†	10 (low-roof van)

STEERING

Type	Electric Power-Assisted
------	-------------------------

*Calculated via peak performance of the electric motor(s) at peak battery power. Your results may vary.

**Charge times based on manufacturer computer engineering simulations. The charging rate decreases as battery reaches full capacity. Your results may vary based on peak charging times and battery state of charge.

†Range and charge time based on manufacturer computer engineering simulations and US EPA MCT drive cycle methodology (www.fueleconomy.gov/feg/pdfs/EPA_test_procedure_for_EVs-PHEVs-11-14-2017.pdf). The charging rate decreases as battery reaches full capacity. Your results may vary based on peak charging times and battery state of charge. Actual vehicle range varies with conditions such as external elements, driving behaviors, vehicle maintenance, lithium-ion battery age and state of health.

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SUSPENSION

Front configuration	Front independent MacPherson strut suspension w/stabilizer bar
Front shock absorber type/diameter	Gas-pressurized
Rear configuration	Independent rear suspension with coil springs, semi-trailing arm STA and stabilizer bar
Rear shock absorber type/diameter	Gas-pressurized

BRAKES

Front Type	Power anti-lock vented disc
Front rotor diameter (outer/inner)	12.1 inches / 6.5 inches
Front caliper config	2 piston caliper, 1.89 inches diameter
Rear type	Power anti-lock solid disc
Rear rotor diameter (outer/inner)	12.1 inches / 7.9 inches
Rear caliper config	Single piston caliper, 2.01 inches diameter
Parking brake (type)	Rear brake integrated caliper, electric park brake

SAFETY/CONTROL SYSTEMS

ABS/Stability Control	Four-Wheel Anti-Lock Brakes, AdvanceTrac® with Roll Stability Control™ (RSC®), Side-Wind Stabilization System
Airbags	Front, Driver and passenger Front, Driver and passenger seat-mounted side Safety Canopy® side curtains
Chassis safety	Tire Pressure Monitoring System (TPMS), SOS Post-Crash Alert System™

DRIVER ASSIST

Standard	Lane Keeping System with Lane-Keeping Alert, Road Edge Detection, Driver Alert System (drowsiness detection), Pre-Collision Assist with Automatic Emergency Braking, Post Impact Braking, Hill Start Assist, Auto High Beam Controller
Available	Speed Sign Recognition with Navigation, Intelligent Speed Assist, Intelligent Adaptive Cruise Control, Automatic Speed Limiting Device, Blind Spot Information System w/ Trailer Tow, Cross Traffic Alert, Blind Spot Assist/Lane Change Warning & Aid, Pre-Collision Assist, Reverse Brake Assist, Enhanced Active Park Assist, Front Park Aid, Rear Park Aid, Side Park Aid

WHEELS

	Cargo Van	Cutaway	Chassis Cab
16-inch steel wheel with full wheel cover	Standard	Standard	Standard

HEADLIGHTS

Standard hi/low automatic on/off	Halogen
Available	HID with LED signature surround
Fog lamps (optional)	Halogen

KEY SPECS

	Regular	Long	Long	Long	Extended
Length					
Roof height	Low	Low	Medium	High	High
Cargo Van					
Targeted max payload (lbs.)	3,800	3,700	3,550	3,450	3,240
Range (miles)*	126	126	116	108	108

*Based on full charge. USA targeted range reflecting current capability based on analytical projection consistent with US EPA MCT drive cycle methodology (www.fueleconomy.gov/feg/pdfs/EPA_test_procedure_for_EVs-PHEVs-11-14-2017.pdf). Actual range varies with conditions such as external elements, driving behaviors, vehicle maintenance, and lithium-ion battery age.

For editorial use only. Information correct at time of publication. Check media for updates.



CAPACITIES

Length	Regular	Long	Long	Long	Extended
Roof height	Low	Low	Medium	High	High
Cargo Van					
Seating	2	2	2	2	2
Cargo volume behind first row (cu. ft.)	246.7	277.7	357.1	404.3	487.3
Targeted max front axle load (lbs.)	4130	4130	4130	4130	4130
Targeted max rear axle load (lbs.)	6000	6000	6000	6000	6000
Targeted base curb weight (total) (lbs.)	5640	5742	5890	5985	6188

WARRANTY

Unique Electrified Components	8 year/100,000 miles
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DEALER APPROVAL

APPROVED

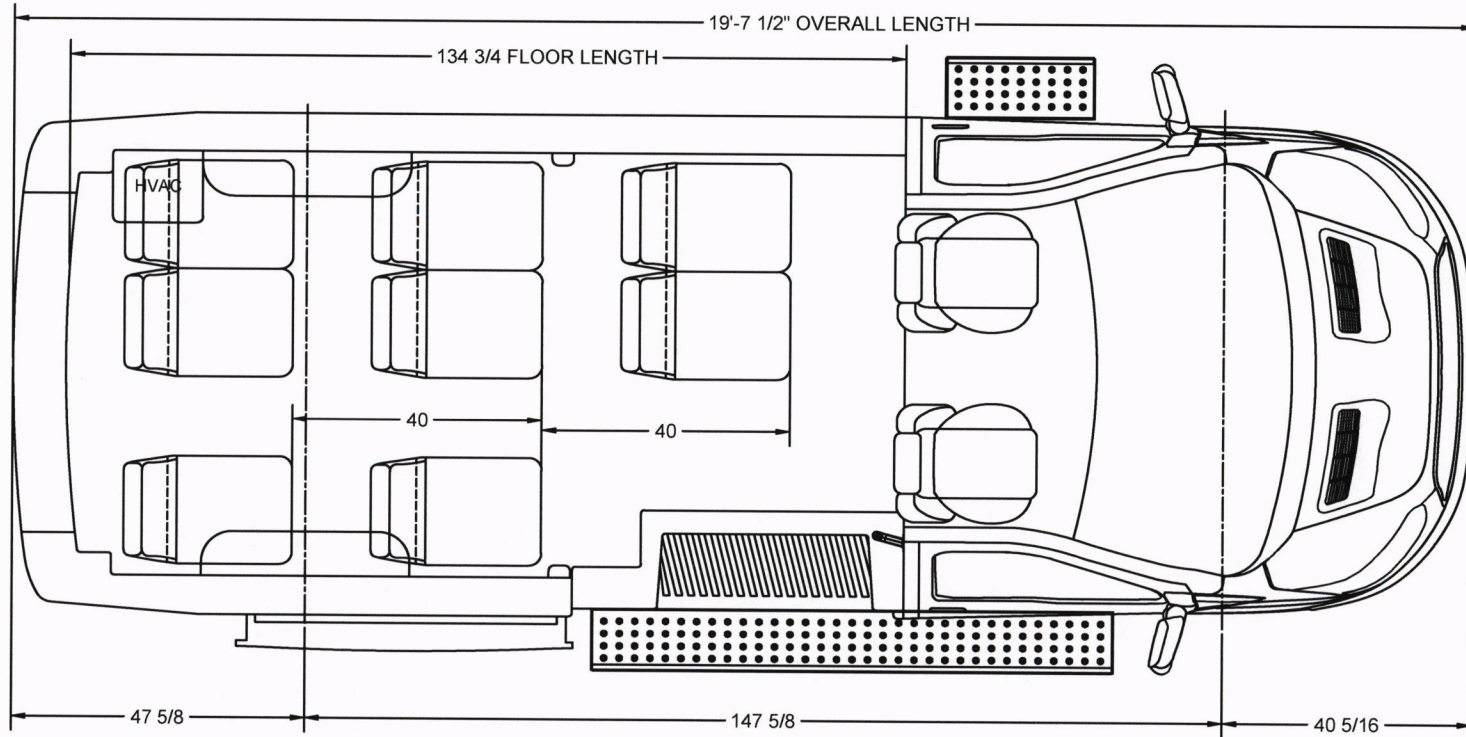
CUSTOMER SIGNATURE

PRELIMINARY FLOORPLAN

THIS FLOORPLAN IS FOR ILLUSTRATION PURPOSES ONLY, FINAL BUILD MAY VARY.



FULL FLOOR



1706030 - 1706054

SEAT SPACING:	D: 40"	WHEELCHAIR CAP: 0
	P: 40"	
HIP TO KNEE:	D: 36-1/2"	SEATED CAP: 8
	P: 36-1/2"	TOTAL CAP: 10

FORD TRANSIT 9,500 GVWR

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REV. / LET.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.	TOLERANCE UNLESS OTHERWISE SPECIFIED
						WOOD: ± 1/8" OTHER: ± 1/16"
						± 1° ± 1/2°

TITLE:
148" WHEEL BASE
FORD TRANSIT
MEDIUM ROOF-W9C
DATE: 03/25/22
NAME: MK



DWG. No. 148-SRW-ELEC-007 SHEET 1 OF 2

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Model 1 Commercial Vehicles, Inc	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
<input checked="" type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____	<input type="checkbox"/> Trust/estate
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
<input type="checkbox"/> Other (see instructions) ▶ _____	
5 Address (number, street, and apt. or suite no.) See instructions. 14740 Ramona Ave	Requester's name and address (optional)
6 City, state, and ZIP code Chino, CA 91710	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
3	3		-	0	3	8	8	7	0	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 06/13/2023
------------------	----------------------------	-------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

June 27, 2023

Creative Bus Sales, Inc dba Model 1
Attn: Jason Hohalek
14740 Ramona Ave
Chino, CA 91710

RE: South County Support Services Agency Contract 2122-SC11-01

South County Support Services Agency (SCSSA) has been informed of the name change only by Creative Bus Sales Inc via dba Model 1 Commercial Vehicles. South County Support Services Agency (SCSSA) approves Creative Bus Sales Inc dba Model 1 on the SCSSA 2122-SC11-01 contract as the FEIN remains unchanged.

South County Support Services Agency acknowledges the change in name only as Creative Bus Sales dba Model1. Creative Bus Sales, Inc has informed South County Support Services Agency that they have filed the name change with the Secretary of State and this may take some time for processing. Creative Bus Sales Inc will finalize the name change to Model1 in California once documentation has been finalized at the state level.

The FEIN has not and will not change, the dba remains active, SCSSA shall review the contract in November for annual renewal, at that time will review name change documents in accordance with Secretary of State filing.

Gary Geringer



Agency Director-South County Support Services Agency

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Repair, Replace, Expand Distribution Frame at District Office

MEETING DATE: October 11, 2023

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve a new contract with Development Group Inc. to expand the main distribution frame (MDF) at the district office for a backup battery and add additional space for networking equipment that will sustain critical functions and communications during a power outage.

BACKGROUND:

The main distribution frame (MDF) at the district office is the network cabinet for the district office. It also houses the district network, telecommunications, and routing servers, as well as data circuits for internet and cloud services. The main distribution frame (MDF) rack space is full, and there is currently no additional space to house a backup battery or add any additional networking equipment.

This construction proposal doubles the rack size for the district office main distribution frame (MDF) by adding an additional rack to our existing configuration. Adding increased rack space affords extra power outlets and battery crossover for most services. The network cabinet can be better prioritized to sustain critical functions and communications during a power outage.

FISCAL IMPACT:

The total cost of the project is \$25,218.13

\$15,130.88—Schools and Library (E-Rate) program (60% of the total cost)

\$10,087.25—LCFF Base Unrestricted (40% of the total cost)

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: 8.4.2.2

Company:
SANTA CRUZ CITY SCHOOLS




Proposal #30608

Description:
District Office - MDF/Telecom Room

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: 8/10/2023 Expires: 9/10/2023 Version: 1	Account Manager: nslocum Systems Engineer: mturner	Payment Terms: Net 30

Product & Manufacturer Maintenance

Line No	Qty	Product	Unit Price	Ext'd Price	Tax
Structured Cabling					
2	1	CABLING Structured Cabling	7,500.00	7,500.00	
3	1	CABLING PRODUCT CABLING PRODUCT	12,750.00	12,750.00	T
Electrical Services					
5	1	CONSTRUCTION - CABLING Electrical Labor	2,150.00	2,150.00	
6	1	CABLING PRODUCT Electrical Materials	1,500.00	1,500.00	T
Need more time to get important stuff done? Ask us about 			Subtotal	\$23,900.00	
			Handling	\$0.00	
			Estimated Sales Tax (9.25%)	\$1,318.13	
			Professional Services	\$0.00	
			Shipping	\$0.00	
			Total	\$25,218.13	

Company:
SANTA CRUZ CITY SCHOOLS

Description:
District Office - MDF/Telecom Room



Proposal #30608

Proposal Notes

Assumptions:

All Labor is quoted during regular work hours 8AM-5PM. Any work outside these hours will require additional labor charges to the customer

Authorization

This proposal has been duly accepted by customer on this _____ day of _____, _____.

By: _____

For: SANTA CRUZ CITY SCHOOLS

Company:
SANTA CRUZ CITY SCHOOLS

Description:
District Office - MDF/Telecom Room



Proposal #30608

About Sales Tax

Items sold by Development Group, Inc. ("DGI") and shipped to destinations in California are subject to sales tax.

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

About Product Returns

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

Company & Payment Information

Mailing Address

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

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

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



STATEMENT OF WORK FOR SANTA CRUZ CITY SCHOOLS

District Office IT Room Reconfigure

DATE 10/02/2023
VERSION v.1

Prepared by:

Martin Turner
mturner@development-group.net



Project Work Summary

This scope of work is prepared for Santa Cruz City Schools (here after referred to as "Customer") and describes specific work to be performed by Development Group Inc., (hereafter referred to as "Company") and its forces and assigns to provide Drawings, Structured Cabling Service and Electrical Service for reconfiguring racks and cabling in the MDF Telecom Room

California Multiple Award Schedule(s)

The indicated California Multiple Award Schedule(s) are hereby incorporated by reference into this Statement of Work.

Project Plan, Scheduling and Payments

Project Plan

The major milestones, related tasks and resulting schedule for this project will be developed based on the total effort and cost required to complete the work items contained in this Statement of Work. Development of the milestones, tasks, and schedule for this project will be completed within ten (10) business days following the receipt of a fully executed contract, signed Statement of Work and acknowledgement of product orders by our supplier(s).

Company will conduct regular project status meetings with appropriate project stakeholders, and other interested third parties, weekly or as otherwise agreed to by both parties. The Company will record meeting minutes, maintain an issues list, and list action items for subsequent meetings. Meeting minutes and supporting documentation will be distributed to attendees, project stakeholders and third-parties at the conclusion of each meeting.

Scheduling

Company will maintain a master task list and schedule of all project milestones and work items. Customer understands and agrees that the master task list and schedule maintained by the Company will be the definitive document set by which the project will be managed.

Any delay in the performance of the Company's obligations to the Customer that is caused by the Customer, its other contractors or suppliers shall be treated as an extension and the project schedule and time for performance shall be extended for a period reflecting the delay caused by the extension or suspension. The Company shall resume any suspended work at the earliest possible opportunity when directed to do so by the Customer, considering its obligations to other customers and the availability of qualified personnel to perform the work.

Payments

Invoicing, and subsequent payment, for all products related to this project will be done in accordance with the terms and conditions of the governing contract.



Invoicing, and subsequent payment, for all products related to this project will be done in accordance with the terms and conditions of the governing CMAS contract. Generally, this means that a customer will be invoiced for product when it ships.

An invoice for twenty percent (20%) of the value for the services described in this Statement of Work will be submitted to the Customer at contract signing and shall represent financial consideration for the mobilization of project management and engineering resources. Subsequent invoicing for services performed on this project will be submitted to the Customer every two (2) weeks, in arrears, for services performed during the preceding two (2) week period. Prompt payment of services invoices is guaranteed by the Customer and will be made in accordance with the terms and conditions of the governing contract.

Price

The labor, material and equipment value for this Statement of Work is **Twenty-five thousand two-hundred eighteen dollars and 13 cents (\$25,218.13 USD)** which includes California sales tax of 9.25%.

Category	Labor	Product	Total Cost
Structured Cabling	\$7500	\$12750	\$16,200.00
Electrical Work	\$2,150	\$1,500	\$3,650.00
Sales Tax			\$1,318.13

Company Contacts

Name	Project Role	Contact Information
Casey Bauguess	Project Manager	cbauguess@development-group.net mobile: (530) 262-5680 office: (530) 646-3674
Natalie Slocum	Account Manager	nslocum@development-group.net mobile: (559) 681-0948
Daniel Jenkins	Construction Services Manager	djenkins@development-group.net mobile: (530) 941-5668
Greg Drake	Engineering Manager	gdrake@development-group.net office: (530) 510-4308



Customer Contacts

Name	Project Role	Contact Information
Jon Morgan	IT Director	Jonmorgan@sccs.net Office: 831.429.3410

Company Escalation Plan

Name	Position Responsibilities	Contact Information
Tony Jenkins Director of Operations	Responsible for scheduling and project management of all service work	tjenkins@development-group.net mobile: (530) 949-5052
Dan Lockwood President	Final decision making authority for project escalations	dlockwood@development-group.net mobile: (530) 949-4225

Installation Site Address(es)

Location	Local Site Contact
Santa Cruz City Schools – District Office 133 Mission St #100. Santa Cruz Ca. 95060	Jon Morgan

Data Sources Used and Related Documents

This Statement of Work is based on the following data sources and related documents:

1. Photos and written notes created during a job walk with the Customer on or about December 12, 2022. Photos have been taken and are stored in [PlanGrid](#). Written notes have been incorporated into this Statement of Work. It is assumed that the installation will be at the location and as represented in accordance with the attached drawings. Changed locations of either cabinets or switches could result in a change order.
2. The following drawings:
 - Santa Cruz City Schools District Office – Fall 2023 – MDF Improvements, dated 9/24/2023



General Terms and Conditions

General

1. All changes to this Statement of Work, whether requested by the Company or the Customer, will be executed via the attached Change Request Form.
2. Any quantity of pre-allocated hours including, but not limited to, end-user training, administrative training and/or project management which are not consumed during the execution of this Statement of Work may not be applied to other work efforts and shall not obligate the Company to further work beyond the conclusion of this Statement of Work.
3. Unless specified in this Statement of Work, no additional software will be configured. In some cases, proposals may include licenses for software to which the customer is entitled but which are not scoped to be configured.
4. Prior to installation, Company will inspect all equipment to ensure there are no signs of damage, that the environment is suitable for operation and that there will be sufficient clearance around the equipment for service. Company will notify the Customer of any instances where the environment is not suitable for the equipment intended to be installed at that location.
5. Testing for the presence and/or removal of any hazardous materials is excluded from this Statement of Work. Company assumes that no hazardous materials are present at the Customer's site(s).

Documentation

1. Company will provide detailed as-built drawings and documentation which describe all aspects of the system installation.
2. Company will test all installed Cabling using a detailed test plan which will be developed jointly by the Company and the Customer.
3. Company will clear all work areas of shipping cartons, packaging and debris created by the Company at the conclusion of each workday.
4. All test results will be provided to the Customer and all manufacturers' warranty (if any) will be registered for the benefit of the Customer.

Installation Services

1. NA



Construction Services

1. Structured Cabling

- a. Furnish and Install (1) new rack and reuse (1) existing as indicated on the drawings
- b. Furnish and install (2) new PDU's as indicated on drawings.
- c. Re-Use existing cable and reconfigure cabling to patch down panels at MDF side of cabling only.
- d. Copper cabling to be Supported within the MDF/Telecom room via ladder racks.
- e. In telecom room, furnish and install new electrical conduit as needed to accommodate new telecom outlet design.
- f. Furnish and Install locking electrical outlets for uninterruptible power supplies, where indicated on the drawings.
- g. Uninterruptible Power Supply, if present, will be incorporated into the existing power supply link, and may require shutdown of equipment, to be coordinated by Customer.
- h. Label cables, patch panel and faceplates using Customer approved labeling scheme. If none provided by District DGI will assign labels based on ANSI/TIA-606B standards.
- i. Assumes Company will have unrestricted access so as to allow for uninterrupted workflow

2. Qualifications, Assumptions and Exclusions

- a. Excludes all furnishing of all Network Equipment and BBU
- b. Customer must provide switch port documentation before cabling can be reorganized
- c. Excludes configuring of switches, and engineering support of any networking equipment
- d. Where IDF racks/cabinets are to be relocated, Company has assumed that existing cables are long enough and of sufficient size to accommodate new equipment if any.
- e. Other than specific instances noted on the drawings, all line voltage cabling, underground pathways and electrical conduit for line voltage is excluded and is assumed to be provided by others.



- f. Identification, testing and remediation of hazardous materials is excluded from the work.
- g. Labor has been calculated based on regular work ours 6am-5pm unless otherwise noted.
- h. The building grounding system is assumed to be in place and adequate to support the existing building systems and new telecommunications equipment. Damage to telecommunications systems and equipment due to faulty building grounding is not the responsibility of Company.
- i. Excludes coring through concrete and sleeving between floors, unless specifically identified on the drawings.
- j. Excludes manufactured fire sleeves and Underground pathways
- k. Patching and painting of any kind is excluded.
- l. Shipping and handling charges are unknown at the time of the bid and may require adjustment to the contract price if outside the ordinary range of costs.
- m. Cabling for systems and devices not specifically included and called out on the drawings or in this scope of work ie. Service Provider Entrance, CCTV, access control, alarms, or other systems
- n. Unless indicated elsewhere in the drawings this proposal excludes furnishing and installing telecommunications bus bars, grounding conductors, and connecting to rack and cabinet frames and electrical equipment.

Professional Services

- 1. NA



Statement of Work Agreement

Date: _____

I authorize the foregoing Statement of Work for Proposal #30608 District Office – MDF/Telecom Room, dated August 10, 2023 and direct the Company to immediately begin the fulfillment thereof.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Statement of Work to be fully executed.

“CUSTOMER”

Santa Cruz City School District

Print Name: _____

Signature: _____

“COMPANY”

Development Group, Inc.

By: _____

Daniel Lockwood
President



Project Change Request Form

Date: _____

In reference to the [CONTRACT DOCUMENT] executed between Development Group, Inc., (the “Company”), and **Santa Cruz City School District**, (the “Customer”) regarding Project “District Office – MDF/Telecom Room” 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), version v.1, dated October 10th, 2023.

1. Change request number for this project:
2. Reason for this Change Request:
3. Description of changes to the SoW:
4. Project schedule impact:
5. Project cost impact:

6. Purchase order issuance (if applicable): Customer shall issue a written Purchase Order to Company or shall issue an amendment to its original Purchase Order pertaining to this SoW for the total amount of [AMOUNT INCLUDING THIS CR].

Except as changed herein, all terms and conditions of the SoW remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representative of the parties hereto have caused this Change Request to be fully executed.

“CUSTOMER”

“COMPANY”

Santa Cruz City School District

Development Group, Inc.

Print Name: _____

By: _____

Daniel Lockwood
President

Signature: _____



Work Acceptance Certification (Sample)

Date: _____

Project Name:

Project Number: #####

Project Manager:

Customer:

Description of the work completed:

<input type="checkbox"/> Project complete	<input type="checkbox"/> Phase complete	<input type="checkbox"/> Major deliverable complete
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In reference to the “Master Service Agreement” executed between Development Group, Inc., the (“Company”), and [CUSTOMER NAME], the (“Customer”), both parties hereby certify, by the signature of an authorized representative, that this project, project phase, or major deliverable meets or exceeds the agreed-upon performance standards for scope, quality, schedule and cost. The Customer further agrees that documentation for all relevant security, legal and regulatory requirements have been furnished by the Company and/or have been reviewed by the Customer.

Additional remarks:

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Work Acceptance Certification to be fully executed.

“CUSTOMER”

Santa Cruz City School District

Print Name: _____

Signature: _____

“COMPANY”

Development Group, Inc.

Daniel Lockwood

President

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: 101 Builders, Inc. Change Order #1 for DeLaveaga Elementary School Relocatable Classroom Building Grading

MEETING DATE: October 11, 2023

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve 101 Builders, Inc. change order #1 for DeLaveaga Elementary School relocatable classroom building grading.

BACKGROUND:

This change order consists of trenching, piping and conduit to route around previous cement treated soil that was discovered after trenching through the existing asphalt. In addition ADA path of travel paving is being required by the Division of State Architect. The previously approved contract amount was \$119,101.00 and the new total contract, including this change order, will be \$223,676.00. This change order includes a ninety-eight day extension to the contract due to delays in approval from the Division of State Architect. The original completion date was July 23, 2023, this change order the new completion date will be September 29, 2023.

Architect	\$43,800.00 (approved & budgeted)
Modular Building	\$113,226.00 (approved & budgeted)
Site Work	\$119,101.00 (approved & budgeted)
In-Plant Inspector	\$4,000.00 (approved & budgeted)
DSA Inspector of Record	\$ 13,650.00 (approved & budgeted)
Geotechnical Inspections & Testing	\$10,030.54 (approved & budgeted)
Electrical	\$ 55,166.00 (approved & budgeted)
Low Voltage Connections	\$27,850.00 (approved & budgeted)
Portable Classroom Power Supply	\$10,288.00 (approved & budgeted)
Low Voltage Wire Mold Drops	\$1,750.00 (agenda item #8.4.2.6)
Additional Site Utility Work	\$104,575.00 (this agenda item)
Estimated Total	\$503,436.54

FISCAL IMPACT:

Change Order #1 \$104,575.00 (87.80% increase to the contract), Developer Fees (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)*
 Delaveaga Elementary School
 1145 Morrissey Blvd
 Santa Cruz, CA 95065

CONTRACT INFORMATION:
 Contract: ELOP Portable
 Date: September 27th, 2023

CHANGE ORDER INFORMATION:
 Change Order Number: 001

OWNER:
 Santa Cruz City Schools
 133 Mission St, Suite 100,
 Santa Cruz, CA 95060

ARCHITECT:
 19six Architects, Inc.
 303 Potrero Street, Suite 5
 Santa Cruz, CA 95060

CONTRACTOR:
 101 Builders, Inc.
 10435 Monterey Rd
 Gilroy, CA 95020

THE CONTRACT IS CHANGED AS FOLLOWS:

Path of Travel Upgrades

The original contract sum was	\$ 119,101.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract sum prior to this change order was	\$ 119,101.00
The PCO sum is	\$ 114,575.00
Minus Contract Allowance	\$ 10,000.00
The Contract sum will be increased by this Change Order in the amount of	\$ 104,575.00
The new contract sum including this Change Order will be	\$ 223,676.00

The Contract Time will be increased by Ninety Eight (98) days.
 The date of Substantial Completion is 9/29/2023

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.

19six Architects, Inc.

ARCHITECT

 SIGNATURE
 Andrew Fullerton - Project Mgr.

 PRINTED NAME AND TITLE
 9/27/2023

 DATE

101 Builders, Inc.

CONTRACTOR

 SIGNATURE
 Antoinette Schredes

 PRINTED NAME AND TITLE
 9/27/23

 DATE

Santa Cruz City Schools

OWNER

 SIGNATURE

 PRINTED NAME AND TITLE

 DATE



License #1037916

PROPOSED CHANGE

DATE: **June 6, 2023**

PCO# 002

CONTRACTOR: **101 Builders, Inc.**
10435 Monterey Road
Gilroy, CA 95020

Phone 408-842-3355

EMAIL: antoinette@101buildersinc.com

PROJECT NAME: **ELOP Portable**

DESCRIPTION: **Relocate irrigation mainline that is in the footprint of the building pad.**

Proposal includes labor and materials.

COST BREAKDOWNS													
DESCRIPTION		CRAFTSMAN	REG	1.5X	2X			REG	O.T.	D.T.	AMOUNT		
LABOR:						hrs	@	\$ -	\$ -	\$ -	\$ -	\$ -	
						hrs	@	\$ -	\$ -	\$ -	\$ -	\$ -	
						hrs	@	\$ -	\$ -	\$ -	\$ -	\$ -	
						hrs	@	\$ -	\$ -	\$ -	\$ -	\$ -	
DESCRIPTION						QTY		PRICE					
MATERIALS:						lot	@	\$ -			\$ -	\$ -	
						yds	@	\$ -			\$ -	\$ -	
						lot	@	\$ -			\$ -	\$ -	
						lot	@	\$ -			\$ -	\$ -	
						lot	@	\$ -			\$ -	\$ -	
						lot	@	\$ -			\$ -	\$ -	
						lot	@	\$ -			\$ -	\$ -	
						lot	@	\$ -			\$ -	\$ -	
						lot	@	\$ -			\$ -	\$ -	
EQUIPMENT:						hrs	@	\$ -			\$ -	\$ -	
						hrs	@	\$ -			\$ -	\$ -	
						hrs	@	\$ -			\$ -	\$ -	
						hrs	@	\$ -			\$ -	\$ -	
						hrs	@	\$ -			\$ -	\$ -	
MISC:						lot	@	\$ -			\$ -	\$ -	
						hrs	@	\$ -			\$ -	\$ -	
						hrs	@	\$ -			\$ -	\$ -	
SUBCONTR:	Perennial Construction Inc					1 lot	@	\$ 2,274.26			\$ 2,274.26	\$ -	
						lot	@	\$ -			\$ -	\$ -	

This proposal is based on the usual cost elements such as labor, material and markup and does not include any amount for impacts, such as but not limited to interference, disruptions, rescheduling, change in sequence of work, delays and/or acceleration directly or indirectly associated with this proposal. We expressly reserve the right to resubmit our proposal for any items should we be faced with performing this or other work under any of these conditions.

SINCERELY,
101 Builders, Inc.

Antoinette Schreder

Authorized Signature-Contractor, 101 Builders, Inc.

Christopher Garcia

6/13/2023

Authorized Signature-Owner, Santa Cruz City Schools

6/13/2023

Authorized Signature-Architect

LABOR SUBTOTAL		\$	-
LABOR MARKUP	15.00%	\$	-
MATERIALS SUBTOTAL		\$	-
MATERIALS MARKUP	15.00%	\$	-
EQUIPMENT SUBTOTAL		\$	-
EQUIPMENT MARKUP	15.00%	\$	-
MISC SUBTOTAL		\$	-
MISC MARKUP	15.00%	\$	-
SUBTOTAL		\$	-
SUBCONTRACTOR SUBTOTAL		\$	2,274.26
SUBCONTRACTOR MARKUP	5.00%	\$	113.71
TOTAL PROPOSAL		\$	2,387.97
BOND/INS	1.0%	\$	23.88
TOTAL AMOUNT		\$	2,412

Approval per meeting with 19-6 and Jim Monreal

Job: ELOP Portable - Perennial Construction Inc
Description of Work: Relocation of irrigation mainline that is in the footprint of the building pad.

LABOR							
NAME	TYPE	HRS	RATE	TOTAL	OT HRS	OT RATE	OT TOTAL
Laborer	Laborer	16	\$ 72.35	\$ 1,157.53		\$ 92.41	\$ -
Opertaor	Operator	8	\$ 90.01	\$ 720.08		\$ 115.71	\$ -
				\$ -			\$ -
				\$ -			\$ -
				\$ -			\$ -
				\$ -			\$ -
				\$ -			\$ -
				\$ -			\$ -
				\$ -			\$ -
				\$ -			\$ -
				\$ -			\$ -
				\$ -			\$ -
				\$ -			\$ -
				\$ -			\$ -
				\$ -			\$ -
TOTAL:				\$ 1,877.62			\$ -

MATERIALS				
DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
Irrigation parts	1	LOT	\$ 100.00	\$ 100.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL:				\$ 100.00

OTHER				
DESCRIPTION	QUANTITY	UNIT	COST	TOTAL
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
TOTAL:				\$ -

EQUIPMENT				
DESCRIPTION	HRS	RATE	TOTAL	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
TOTAL:				\$ -

TOTALS		
LABOR (STRAIGHT + OT)		\$ 1,877.62
MARK-UP	15%	\$ 281.64
LABOR SUBTOTAL:		\$ 2,159.26
EQUIPMENT		\$ -
MARK-UP	15%	\$ -
EQUIPMENT SUBTOTAL:		\$ -
MATERIALS		\$ 100.00
SALES TAX	9.75%	\$ -
MARK-UP	15%	\$ 15.00
MATERIAL SUBTOTAL:		\$ 115.00
OTHER		\$ -
MARK-UP	15%	\$ -
OTHER SUBTOTAL:		\$ -
GRAND TOTAL		\$ 2,274.26



License #1037916

PROPOSED CHANGE

DATE: June 9, 2023

PCO# 003

CONTRACTOR: **101 Builders, Inc.**
10435 Monterey Road
Gilroy, CA 95020

Phone 408-842-3355

EMAIL: antoinette@101buildersinc.com

PROJECT NAME: **ELOP Portable**

DESCRIPTION: **Install 60' of concrete curb per RFI #4. More details on attached cost breakdown sheet.**

Proposal includes labor and materials.

COST BREAKDOWNS											
DESCRIPTION	CRAFTSMAN	REG	1.5X	2X			REG	O.T.	D.T.	AMOUNT	
LABOR:						hrs	@ \$	-	\$ -	\$ -	\$ -
						hrs	@ \$	-	\$ -	\$ -	\$ -
						hrs	@ \$	-	\$ -	\$ -	\$ -
						hrs	@ \$	-	\$ -	\$ -	\$ -
DESCRIPTION						QTY		PRICE			
MATERIALS:						lot	@ \$	-			\$ -
						yds	@ \$	-			\$ -
						lot	@ \$	-			\$ -
						lot	@ \$	-			\$ -
						lot	@ \$	-			\$ -
						lot	@ \$	-			\$ -
						lot	@ \$	-			\$ -
						lot	@ \$	-			\$ -
						lot	@ \$	-			\$ -
EQUIPMENT:						hrs	@ \$	-			\$ -
						hrs	@ \$	-			\$ -
						hrs	@ \$	-			\$ -
						hrs	@ \$	-			\$ -
						hrs	@ \$	-			\$ -
MISC:						lot	@ \$	-			\$ -
						hrs	@ \$	-			\$ -
						hrs	@ \$	-			\$ -
SUBCONTR:	Perennial Construction Inc					1 lot	@ \$	10,908.54			\$ 10,908.54
						lot	@ \$	-			\$ -

This proposal is based on the usual cost elements such as labor, material and markup and does not include any amount for impacts, such as but not limited to interference, disruptions, rescheduling, change in sequence of work, delays and/or acceleration directly or indirectly associated with this proposal. We expressly reserve the right to resubmit our proposal for any items should we be faced with performing this or other work under any of these conditions.

SINCERELY,
101 Builders, Inc.

Antoinette Schreder

Authorized Signature-Contractor, 101 Builders, Inc.

Christopher Garcia

6/13/2023

Authorized Signature-Owner, Santa Cruz City Schools

[Handwritten Signature]

6/13/2023

Authorized Signature-Architect

LABOR SUBTOTAL		\$ -
LABOR MARKUP	15.00%	\$ -
MATERIALS SUBTOTAL		\$ -
MATERIALS MARKUP	15.00%	\$ -
EQUIPMENT SUBTOTAL		\$ -
EQUIPMENT MARKUP	15.00%	\$ -
MISC SUBTOTAL		\$ -
MISC MARKUP	15.00%	\$ -
SUBTOTAL		\$ -
SUBCONTRACTOR SUBTOTAL		\$ 10,908.54
SUBCONTRACTOR MARKUP	5.00%	\$ 545.43
TOTAL PROPOSAL		\$ 11,453.97
BOND/INS	1.0%	\$ 114.54
TOTAL AMOUNT		\$ 11,569

Approval per meeting with 19-6 and Jim Monreal



License #1037916

PROPOSED CHANGE

DATE: June 16, 2023

PCO# 004

CONTRACTOR: 101 Builders, Inc.
10435 Monterey Road
Gilroy, CA 95020

Phone 408-842-3355

EMAIL: antoinette@101buildersinc.com

PROJECT NAME: ELOP Portable

DESCRIPTION: Credit for excavation only due to lime-treated soils.

[Additional details on attached sheet.](#)

Proposal includes labor and materials.

COST BREAKDOWNS												
DESCRIPTION	CRAFTSMAN	REG	1.5X	2X			REG	O.T.	D.T.	AMOUNT		
LABOR:					hrs	@	\$ -	\$ -	\$ -	\$ -		
					hrs	@	\$ -	\$ -	\$ -	\$ -		
					hrs	@	\$ -	\$ -	\$ -	\$ -		
					hrs	@	\$ -	\$ -	\$ -	\$ -		
DESCRIPTION					QTY		PRICE					
MATERIALS:					lot	@	\$ -			\$ -		
					yds	@	\$ -			\$ -		
					lot	@	\$ -			\$ -		
					lot	@	\$ -			\$ -		
					lot	@	\$ -			\$ -		
					lot	@	\$ -			\$ -		
					@	\$ -				\$ -		
EQUIPMENT:					hrs	@	\$ -			\$ -		
					hrs	@	\$ -			\$ -		
					hrs	@	\$ -			\$ -		
					hrs	@	\$ -			\$ -		
					hrs	@	\$ -			\$ -		
MISC:					lot	@	\$ -			\$ -		
					hrs	@	\$ -			\$ -		
					hrs	@	\$ -			\$ -		
SUBCONTR:	Perennial Construction Inc				1 lot	@	\$ (989.05)			\$ (989.05)		
					lot	@	\$ -			\$ -		

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SINCERELY,
101 Builders, Inc.

Antoinette Schreder

Authorized Signature-Contractor, 101 Builders, Inc.

Ian Goldspink

Authorized Signature-Owner, Santa Cruz City Schools

[Signature]

Authorized Signature-Architect

LABOR SUBTOTAL		\$ -
LABOR MARKUP	15.00%	\$ -
MATERIALS SUBTOTAL		\$ -
MATERIALS MARKUP	15.00%	\$ -
EQUIPMENT SUBTOTAL		\$ -
EQUIPMENT MARKUP	15.00%	\$ -
MISC SUBTOTAL		\$ -
MISC MARKUP	15.00%	\$ -
SUBTOTAL		\$ -
SUBCONTRACTOR SUBTOTAL		\$ (989.05)
SUBCONTRACTOR MARKUP	5.00%	\$ (49.45)
TOTAL PROPOSAL		\$ (1,038.50)
BOND/INS	1.0%	\$ (10.39)
TOTAL AMOUNT		\$ (1,049)

(E) BLDG. 23
DSA #58495

(E) AC PLAYGROUND

(E) AREA B

(E) AC

(E) AREA C
DSA# 30865
1968

(E) AC

02.21.A

FH

01.41.E

01.41.L

(N) BLDG. 36
CLASSROOM
DSA # 01-121066

(E) BLDG. 34
CLASSROOM
DSA #01-109046

(E) BLDG. 35
CLASSROOM
DSA #01-109046

(E) LAWN

NOTE: UNDERGROUND LOCATION OF SEWER MAINS IS APPROXIMATE TO TRACE THE SEWER MAINS AT THIS POINT.
APPROXIMATE SEWER TIE IN LOCATION PER CITY OF SANTA CRUZ GIS. MANHOLE LOCATION NOT SEARCHED FOR.



License #1037916

PROPOSED CHANGE

DATE: June 16, 2023

PCO# 005

CONTRACTOR: 101 Builders, Inc.
10435 Monterey Road
Gilroy, CA 95020

Phone 408-842-3355

EMAIL: antoinette@101buildersinc.com

PROJECT NAME: ELOP Portable

DESCRIPTION: Reroute line shown in blue to avoid lime-treated soils.

Proposal includes labor and materials.

COST BREAKDOWNS												
DESCRIPTION	CRAFTSMAN	REG	1.5X	2X			REG	O.T.	D.T.	AMOUNT		
LABOR:						hrs	@ \$	-	\$	-	\$	-
						hrs	@ \$	-	\$	-	\$	-
						hrs	@ \$	-	\$	-	\$	-
						hrs	@ \$	-	\$	-	\$	-
DESCRIPTION					QTY		PRICE					
MATERIALS:						lot	@ \$	-			\$	-
						yds	@ \$	-			\$	-
						lot	@ \$	-			\$	-
						lot	@ \$	-			\$	-
						lot	@ \$	-			\$	-
						lot	@ \$	-			\$	-
						@	\$	-			\$	-
EQUIPMENT:						hrs	@ \$	-			\$	-
						hrs	@ \$	-			\$	-
						hrs	@ \$	-			\$	-
						hrs	@ \$	-			\$	-
						hrs	@ \$	-			\$	-
MISC:						lot	@ \$	-			\$	-
						hrs	@ \$	-			\$	-
						hrs	@ \$	-			\$	-
SUBCONTR:	Perennial Construction Inc				1	lot	@ \$	12,285.28			\$	12,285.28
						lot	@ \$	-			\$	-

This proposal is based on the usual cost elements such as labor, material and markup and does not include any amount for impacts, such as but not limited to interference, disruptions, rescheduling, change in sequence of work, delays and/or acceleration directly or indirectly associated with this proposal. We expressly reserve the right to resubmit our proposal for any items should we be faced with performing this or other work under any of these conditions.

SINCERELY,
101 Builders, Inc.

Antoinette Schreder

Authorized Signature-Contractor, 101 Builders, Inc.

Ian Goldspink

Authorized Signature-Owner, Santa Cruz City Schools

[Signature]

Authorized Signature-Architect

LABOR SUBTOTAL		\$	-
LABOR MARKUP	15.00%	\$	-
MATERIALS SUBTOTAL		\$	-
MATERIALS MARKUP	15.00%	\$	-
EQUIPMENT SUBTOTAL		\$	-
EQUIPMENT MARKUP	15.00%	\$	-
MISC SUBTOTAL		\$	-
MISC MARKUP	15.00%	\$	-
SUBTOTAL		\$	-
SUBCONTRACTOR SUBTOTAL		\$	12,285.28
SUBCONTRACTOR MARKUP	5.00%	\$	614.26
TOTAL PROPOSAL		\$	12,899.54
BOND/INS	1.0%	\$	129.00
TOTAL AMOUNT		\$	13,029

(E) BLDG. 23
DSA #58495

(E) AC PLAYGROUND

(E) AREA B

(E) AC

(E) AREA C
DSA# 30865
1968

(E) AC

02.21.A

FH

01.41.E

01.41.L

(N) BLDG. 36
CLASSROOM
DSA # 01-121066

(E) BLDG. 34
CLASSROOM
DSA #01-109046

(E) BLDG. 35
CLASSROOM
DSA #01-109046

(E) LAWN

APPROXIMATE SEWER TIE IN LOCATION
PER CITY OF SANTA CRUZ GIS.
MANHOLE LOCATION NOT SEARCHED
FOR



License #1037916

PROPOSED CHANGE

DATE: **June 26, 2023**

PCO# 006

CONTRACTOR: **101 Builders, Inc.**
10435 Monterey Road
Gilroy, CA 95020

Phone 408-842-3355

EMAIL: antoinette@101buildersinc.com

PROJECT NAME: **ELOP Portable**

DESCRIPTION: **Sawcut a 5' x 18" section in the asphalt where the district marked they wanted the pipe exposed with a flag, as well as potholing.**

This price does NOT include fixing the waterline or asphalt replacement.

Proposal includes labor and materials.

COST BREAKDOWNS												
DESCRIPTION		CRAFTSMAN	REG	1.5X	2X			REG	O.T.	D.T.	AMOUNT	
LABOR:	Laborer		40			hrs	@	\$ 76.46	\$ -	\$ -	\$ 3,058.40	
						hrs	@	\$ -	\$ -	\$ -	\$ -	
						hrs	@	\$ -	\$ -	\$ -	\$ -	
						hrs	@	\$ -	\$ -	\$ -	\$ -	
DESCRIPTION					QTY			PRICE				
MATERIALS:						lot	@	\$ -			\$ -	
						yds	@	\$ -			\$ -	
						lot	@	\$ -			\$ -	
						lot	@	\$ -			\$ -	
						lot	@	\$ -			\$ -	
						lot	@	\$ -			\$ -	
						@	\$ -				\$ -	
EQUIPMENT:						hrs	@	\$ -			\$ -	
						hrs	@	\$ -			\$ -	
						hrs	@	\$ -			\$ -	
						hrs	@	\$ -			\$ -	
MISC:	Work Truck				40	hrs	@	\$ 25.00			\$ 1,000.00	
						hrs	@	\$ -			\$ -	
						hrs	@	\$ -			\$ -	
SUBCONTR:						lot	@	\$ -			\$ -	
						lot	@	\$ -			\$ -	

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SINCERELY,
101 Builders, Inc.

Antoinette Schreder

Authorized Signature-Contractor, 101 Builders, Inc.

Ian Goldspink

Authorized Signature-Owner, Santa Cruz City Schools

[Signature]

Authorized Signature-Architect

LABOR SUBTOTAL		\$	3,058.40
LABOR MARKUP	15.00%	\$	458.76
MATERIALS SUBTOTAL		\$	-
MATERIALS MARKUP	15.00%	\$	-
EQUIPMENT SUBTOTAL		\$	-
EQUIPMENT MARKUP	15.00%	\$	-
MISC SUBTOTAL		\$	1,000.00
MISC MARKUP	15.00%	\$	150.00
SUBTOTAL		\$	4,667.16
SUBCONTRACTOR SUBTOTAL		\$	-
SUBCONTRACTOR MARKUP	5.00%	\$	-
TOTAL PROPOSAL		\$	4,667.16
BOND/INS	1.0%	\$	46.67
TOTAL AMOUNT		\$	4,714



License #1037916

PROPOSED CHANGE

DATE: **June 27, 2023**

PCO# 008

CONTRACTOR: **101 Builders, Inc.**
10435 Monterey Road
Gilroy, CA 95020

Phone 408-842-3355

EMAIL: antoinette@101buildersinc.com

PROJECT NAME: **ELOP Portable**

DESCRIPTION: **Work as requested by the District to accommodate the many different projects and their equipment.**

Proposal includes labor and materials.

COST BREAKDOWNS													
DESCRIPTION		CRAFTSMAN	REG	1.5X	2X			REG	O.T.	D.T.	AMOUNT		
LABOR:						hrs	@	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						hrs	@	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						hrs	@	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
						hrs	@	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DESCRIPTION						QTY		PRICE					
MATERIALS:	Steel Plates					1	lot	@ \$ 1,665.20				\$ 1,665.20	
							yds	@ \$ -				\$ -	
							lot	@ \$ -				\$ -	
							lot	@ \$ -				\$ -	
							lot	@ \$ -				\$ -	
							lot	@ \$ -				\$ -	
							@	\$ -				\$ -	
EQUIPMENT:							hrs	@ \$ -				\$ -	
							hrs	@ \$ -				\$ -	
							hrs	@ \$ -				\$ -	
							hrs	@ \$ -				\$ -	
MISC:	Trench Plate Moves					5	ea	@ \$ 125.00				\$ 625.00	
							ea	@ \$ -				\$ -	
							ea	@ \$ -				\$ -	
SUBCONTR:							lot	@ \$ -				\$ -	
							lot	@ \$ -				\$ -	

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SINCERELY,
101 Builders, Inc.

Antoinette Schreder

Authorized Signature-Contractor, 101 Builders, Inc.

Ian Goldspink

Authorized Signature-Owner, Santa Cruz City Schools

Authorized Signature-Architect

LABOR SUBTOTAL		\$ -
LABOR MARKUP	15.00%	\$ -
MATERIALS SUBTOTAL		\$ 1,665.20
MATERIALS MARKUP	15.00%	\$ 249.78
EQUIPMENT SUBTOTAL		\$ -
EQUIPMENT MARKUP	15.00%	\$ -
MISC SUBTOTAL		\$ 625.00
MISC MARKUP	15.00%	\$ 93.75
SUBTOTAL		\$ 2,633.73
SUBCONTRACTOR SUBTOTAL		\$ -
SUBCONTRACTOR MARKUP	5.00%	\$ -
TOTAL PROPOSAL		\$ 2,633.73
BOND/INS	1.0%	\$ 26.34
TOTAL AMOUNT		\$ 2,660



NATIONAL TRENCH SAFETY

Corporate
260 North Sam Houston Pkwy E #200
Houston, TX 77060

Phone: (832) 200-0988
Fax: (832) 200-0989

Account Name 101 Builders

Created Date 6/27/2023

Expiration Date 7/27/2023

Quote Number 00013598

Opportunity Name Morrisey Plates Santa Cruz

Created By Carol Thomas

Sales Person Email carolthomas@ntsafety.com

Quantity	Product	Daily Rate	Weekly Rate	Monthly Rate	Weight	Extended Daily Rate	Extended Weekly Rate	Extended Monthly Rate
3.00	8x12x1" Steel Plate Regular	\$9.17	\$64.20	\$256.80	3,921.00	\$27.51	\$192.60	\$770.41
1.00	Eyebolt (Fixed 8,000 Lb.)	\$2.51	\$17.57	\$70.28	10.00	\$2.51	\$17.57	\$70.28

Additional Charges

Product	Amount	Quantity	Total Charge
Delivery	\$300.00	1	\$300.00
PickUp	\$300.00	1	\$300.00

Pick Up Charge \$300.00
 Delivery Charge \$300.00
 Damage Waiver \$134.51
 Transportation \$90.00
 Surcharge
 Installation Advisor \$0.00
 Other Add'l Charges \$0.00
 Grand Total \$1,665.20

All Items Per Day \$30.02
 All Items Per 7 Days \$210.17
 All Items Per 28 Days \$840.69
 All Items Weight 11,773.00
 Prepared By Carol Thomas

Lessee agrees to rent from NTS equipment and labor described in this Rental Contract for use at job site listed above, **under the terms and conditions set forth on the face and on the reverse side hereof.** Lessee has inspected the equipment rented pursuant to this Rental Contract and acknowledges that the **equipment is in good condition, and that the customer is familiar with the use and operation.** User understands eyebolts are **not approved for overhead lifting.** Before lifting, eyebolts must be bottomed out and check for tightness. All individuals must stand clear of elevated loads. Do not put any part of the body under or near the load when elevated. Plate are placed/removed at the customer request and direction.

Date: _____
 Print Name: _____
 Signature: _____

THIS IS YOUR QUOTE. The individual signing above is approving this quote on behalf of the customer. Customer agrees to all terms and conditions on the face and reverse side of this document.



License #1037916

PROPOSED CHANGE

DATE: July 24, 2023

PCO# 009

CONTRACTOR: 101 Builders, Inc.
10435 Monterey Road
Gilroy, CA 95020

Phone 408-842-3355

EMAIL: antoinette@101buildersinc.com

PROJECT NAME: ELOP Portable

DESCRIPTION: Additional path of travel.

Proposal includes labor and materials.

COST BREAKDOWNS												
DESCRIPTION	CRAFTSMAN	REG	1.5X	2X			REG	O.T.	D.T.	AMOUNT		
LABOR:						hrs	@ \$	-	\$ -	\$ -	\$ -	\$ -
						hrs	@ \$	-	\$ -	\$ -	\$ -	\$ -
						hrs	@ \$	-	\$ -	\$ -	\$ -	\$ -
						hrs	@ \$	-	\$ -	\$ -	\$ -	\$ -
									\$ -	\$ -	\$ -	\$ -
	DESCRIPTION					QTY		PRICE				
MATERIALS:						lot	@ \$	-			\$ -	
						yds	@ \$	-			\$ -	
						lot	@ \$	-			\$ -	
						lot	@ \$	-			\$ -	
						lot	@ \$	-			\$ -	
						lot	@ \$	-			\$ -	
						lot	@ \$	-			\$ -	
						lot	@ \$	-			\$ -	
						lot	@ \$	-			\$ -	
EQUIPMENT:						hrs	@ \$	-			\$ -	
						hrs	@ \$	-			\$ -	
						hrs	@ \$	-			\$ -	
						hrs	@ \$	-			\$ -	
						hrs	@ \$	-			\$ -	
MISC:						lot	@ \$	-			\$ -	
						hrs	@ \$	-			\$ -	
						hrs	@ \$	-			\$ -	
						hrs	@ \$	-			\$ -	
						hrs	@ \$	-			\$ -	
SUBCONTR:	Atlantis Paving				1	lot	@ \$	17,512.89			\$	17,512.89
						lot	@ \$	-			\$	-

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SINCERELY,
101 Builders, Inc.

Antoinette Schreder

Authorized Signature-Contractor, 101 Builders, Inc.

[Signature]
Authorized Signature-Owner, Santa Cruz City Schools

[Signature]
Authorized Signature-Architect

LABOR SUBTOTAL		\$	-
LABOR MARKUP	15.00%	\$	-
MATERIALS SUBTOTAL		\$	-
MATERIALS MARKUP	15.00%	\$	-
EQUIPMENT SUBTOTAL		\$	-
EQUIPMENT MARKUP	15.00%	\$	-
MISC SUBTOTAL		\$	-
MISC MARKUP	15.00%	\$	-
SUBTOTAL		\$	-
SUBCONTRACTOR SUBTOTAL		\$	17,512.89
SUBCONTRACTOR MARKUP	5.00%	\$	875.64
TOTAL PROPOSAL		\$	18,388.53
BOND/INS	1.0%	\$	183.89
TOTAL AMOUNT		\$	18,572

Job #



Change Order (1)

Description: ELOP Portable De Laveaga CO1 for additional path of travel work up to approx. 650SF @ 3" of ½"HMA.

Total Price:

\$17512.89

Authorized Signature: _____

Date: _____

ELOP PORTABLE AT DE LAVEAGA ELEMENTARY SCHOOL

Labor & Supervision	Hours	Rate		Total	Total	Total
		Wages	Fringes			
Public Labor; ST	64	\$ 35.00	\$ 49.68	\$ 2,240.00	\$ 3,179.52	\$ 5,419.52
Public Labor; OT	0	\$ 52.50	\$ 51.98	\$ -	\$ -	\$ -
Public Labor; DT	0	\$ 70.00	\$ 53.63	\$ -	\$ -	\$ -
Public Supv; ST	16	\$ 40.00	\$ 50.68	\$ 640.00	\$ 810.88	\$ 1,450.88
Public Supv; OT	0	\$ 60.00	\$ 52.98	\$ -	\$ -	\$ -
Public Supv; DT	0	\$ 80.00	\$ 54.63	\$ -	\$ -	\$ -
Public Labor; ST		\$ 35.00	\$ 49.68	\$ -	\$ -	\$ -
Public Labor; OT	0	\$ 52.50	\$ 51.98	\$ -	\$ -	\$ -
Public Labor; DT	0	\$ 70.00	\$ 53.63	\$ -	\$ -	\$ -
Public Supv; ST		\$ 40.00	\$ 50.68	\$ -	\$ -	\$ -
Public Supv; OT	0	\$ 60.00	\$ 52.98	\$ -	\$ -	\$ -
Public Supv; DT	0	\$ 80.00	\$ 54.63	\$ -	\$ -	\$ -
Superintendent	2	\$ 110.00		\$ 220.00	\$ -	\$ 220.00
Project Manager	2	\$ 120.00		\$ 240.00	\$ -	\$ 240.00
Sub-Total	80			\$ 3,340.00	\$ 3,990.40	\$ 7,330.40
Workmans Comp	80	\$ 5.82				\$ 465.60
Mobilization & Transportation						
Equipment Staging & Delivery	Hour	\$ 48.91		\$ -		
	Ea	\$ -		\$ -		
	Ea	\$ -		\$ -		
	Ea	\$ -		\$ -		
Equipment Truck	Miles	\$ 1.10	10	\$ 11.00		
Concrete Service Truck	Miles	\$ 1.90		\$ -		
Dump Truck (12.5 Ton)	Miles	\$ 1.90	112	\$ 212.80		
Sub-Total (Mobilization & Transportation)				\$ 11.00		\$ 11.00
Sub-Total Equipment (see Equipment & Material Summary)						\$ 4,738.00
Sub-Total Materials (see Equipment & Material Summary)						\$ 1,983.60
Sub-Total Subs & Vendors (see Equipment & Material Summary)						\$ -
Disposal						
	Bins	\$ -		\$ -		
	Cu Yd	\$ -		\$ -		
Waste Transport & Disposal (Const Debris)	Cu Yard	\$ 35.00		\$ -		
Waste Transport & Disposal (Concrete/HMA)	Cu Yard	\$ 70.00	10	\$ 700.00		
	Ea	\$ 90.00		\$ -		
	Ea	\$ 40.00		\$ -		
Sub-Total (Disposal)				\$ 700.00		\$ 700.00
Total Costs						\$ 15,228.60
OH & Profit			15%			\$ 2,284.29
Bonding			0%			\$ -
Total T&M Billing						\$ 17,512.89



License #1037916

PROPOSED CHANGE

DATE: August 22, 2023

PCO# 010

CONTRACTOR: **101 Builders, Inc.**
10435 Monterey Road
Gilroy, CA 95020

Phone 408-842-3355

EMAIL: antoINETTE@101buildersinc.com

PROJECT NAME: **ELOP Portable**

DESCRIPTION: **CCD #2 changes.**

Proposal includes labor and materials.

COST BREAKDOWNS

DESCRIPTION	QTY	PRICE	AMOUNT
MISC: Install district-furnished hollow metal door, install door trim, install hardware, paint trim.	1 lot @	\$ 4,200.00	\$ 4,200.00
	@	\$ -	\$ -
	@	\$ -	\$ -
	@	\$ -	\$ -
MISC: Install district-furnished window, trim & paint, haul off debris	1 lot @	\$ 3,000.00	\$ 3,000.00
	yds @	\$ -	\$ -
	lot @	\$ -	\$ -
	lot @	\$ -	\$ -
	lot @	\$ -	\$ -
	@	\$ -	\$ -
MISC: Cut in sink, install faucet, connect to water & sewer, plumb water & sewer connections to building, connect to water & sewer per original contract.	1 lot @	\$ 5,500.00	\$ 5,500.00
	lot @	\$ -	\$ -
	hrs @	\$ -	\$ -
	hrs @	\$ -	\$ -
MISC: Install district-provided accessible ramp	1 lot @	\$ 2,900.00	\$ 2,900.00
	lot @	\$ -	\$ -
Install asphalt ramp	1 lot @	\$ 1,500.00	\$ 1,500.00
	lot @	\$ -	\$ -
Temp Fence	1 lot @	\$ 300.00	\$ 300.00
MISC: Porta-Potty	1 lot @	\$ 250.00	\$ 250.00
	lot @	\$ -	\$ -

This proposal is based on the usual cost elements such as labor, material and markup and does not include any amount for impacts, such as but not limited to interference, disruptions, rescheduling, change in sequence of work, delays and/or acceleration directly or indirectly associated with this proposal. We expressly reserve the right to resubmit our proposal for any items should we be faced with performing this or other work under any of these conditions.

SINCERELY,
101 Builders, Inc.

Antoinette Schreder
 Authorized Signature-Contractor, 101 Builders, Inc.

Ian Goldspink
 Authorized Signature-Owner, Santa Cruz City Schools

[Signature]
 Authorized Signature-Architect

LABOR SUBTOTAL	\$ -
LABOR MARKUP 15.00%	\$ -
MATERIALS SUBTOTAL	\$ -
MATERIALS MARKUP 15.00%	\$ -
EQUIPMENT SUBTOTAL	\$ -
EQUIPMENT MARKUP 15.00%	\$ -
MISC SUBTOTAL	\$ 17,650.00
MISC MARKUP 15.00%	\$ 2,647.50
SUBTOTAL	\$ 20,297.50
SUBCONTRACTOR SUBTOTAL	\$ -
SUBCONTRACTOR MARKUP 5.00%	\$ -
TOTAL PROPOSAL	\$ 20,297.50
BOND/INS 1.0%	\$ 202.98
TOTAL AMOUNT	\$ 20,500



License #1037916

PROPOSED CHANGE

DATE: **August 24, 2023**

PCO# 011

CONTRACTOR: **101 Builders, Inc.**
10435 Monterey Road
Gilroy, CA 95020

Phone 408-842-3355

EMAIL: antoinette@101buildersinc.com

PROJECT NAME: **ELOP Portable**

DESCRIPTION: **Completion of ramp landing per Architect.**

Proposal includes labor and materials.

COST BREAKDOWNS													
DESCRIPTION	CRAFTSMAN	REG	1.5X	2X			REG	O.T.	D.T.	AMOUNT			
LABOR:						hrs	@ \$	-	\$ -	\$ -	\$ -	\$ -	
						hrs	@ \$	-	\$ -	\$ -	\$ -	\$ -	
						hrs	@ \$	-	\$ -	\$ -	\$ -	\$ -	
						hrs	@ \$	-	\$ -	\$ -	\$ -	\$ -	
									\$ -	\$ -	\$ -	\$ -	
DESCRIPTION						QTY		PRICE					
MATERIALS:						lot	@ \$	-			\$ -		
						yds	@ \$	-			\$ -		
						lot	@ \$	-			\$ -		
						lot	@ \$	-			\$ -		
						lot	@ \$	-			\$ -		
						lot	@ \$	-			\$ -		
						lot	@ \$	-			\$ -		
						lot	@ \$	-			\$ -		
						lot	@ \$	-			\$ -		
						lot	@ \$	-			\$ -		
EQUIPMENT:						hrs	@ \$	-			\$ -		
						hrs	@ \$	-			\$ -		
						hrs	@ \$	-			\$ -		
						hrs	@ \$	-			\$ -		
						hrs	@ \$	-			\$ -		
MISC:						lot	@ \$	-			\$ -		
						hrs	@ \$	-			\$ -		
						hrs	@ \$	-			\$ -		
SUBCONTR:	Atlantis Paving					1 lot	@ \$	2,881.45			\$	2,881.45	
						lot	@ \$	-			\$ -		

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SINCERELY,
101 Builders, Inc.

Antoinette Schreder

Authorized Signature-Contractor, 101 Builders, Inc.

Ian Goldspink

Authorized Signature-Owner, Santa Cruz City Schools

Authorized Signature-Architect

LABOR SUBTOTAL		\$	-
LABOR MARKUP	15.00%	\$	-
MATERIALS SUBTOTAL		\$	-
MATERIALS MARKUP	15.00%	\$	-
EQUIPMENT SUBTOTAL		\$	-
EQUIPMENT MARKUP	15.00%	\$	-
MISC SUBTOTAL		\$	-
MISC MARKUP	15.00%	\$	-
SUBTOTAL		\$	-
SUBCONTRACTOR SUBTOTAL		\$	2,881.45
SUBCONTRACTOR MARKUP	5.00%	\$	144.07
TOTAL PROPOSAL		\$	3,025.52
BOND/INS	1.0%	\$	30.26
TOTAL AMOUNT		\$	3,056

Job #5729



Change Order (2)

Description: ELOP Portable De Laveaga CO2 – Completion of ramp landing per architect.

Total Price:

\$2,881.45

Authorized Signature: _____

Date: _____

ELOP PORTABLE AT DE LAVEAGA ELEMENTARY SCHOOL - ADDITIONAL

Labor & Supervision	Hours	Rate		Total Wages	Total Fringes	Total Wage & Fringe
		Wages	Fringes			
Public Labor; ST	10	\$ 35.25	\$ 49.68	\$ 352.50	\$ 496.80	\$ 849.30
Public Labor; OT	0	\$ 52.88	\$ 51.98	\$ -	\$ -	\$ -
Public Labor; DT	0	\$ 70.50	\$ 53.63	\$ -	\$ -	\$ -
Public Supv; ST	0	\$ 40.00	\$ 50.68	\$ -	\$ -	\$ -
Public Supv; OT	0	\$ 60.00	\$ 52.98	\$ -	\$ -	\$ -
Public Supv; DT	0	\$ 80.00	\$ 54.63	\$ -	\$ -	\$ -
Public Labor; ST	0	\$ 35.25	\$ 49.68	\$ -	\$ -	\$ -
Public Labor; OT	0	\$ 52.88	\$ 51.98	\$ -	\$ -	\$ -
Public Labor; DT	0	\$ 70.50	\$ 53.63	\$ -	\$ -	\$ -
Public Supv; ST	0	\$ 40.00	\$ 50.68	\$ -	\$ -	\$ -
Public Supv; OT	0	\$ 60.00	\$ 52.98	\$ -	\$ -	\$ -
Public Supv; DT	0	\$ 80.00	\$ 54.63	\$ -	\$ -	\$ -
Superintendent	2	\$ 110.00		\$ 220.00	\$ -	\$ 220.00
Project Manager	2	\$ 120.00		\$ 240.00	\$ -	\$ 240.00
Sub-Total	10			\$ 812.50	\$ 496.80	\$ 1,309.30
Workmans Comp	10	\$ 5.82				\$ 58.20
Mobilization & Transportation						
Equipment Staging & Delivery	Hour	\$ 48.91		\$ -		
	Ea	\$ -		\$ -		
	Ea	\$ -		\$ -		
	Ea	\$ -		\$ -		
Equipment Truck	Miles	\$ 1.10	12	\$ 13.20		
Concrete Service Truck	Miles	\$ 1.90		\$ -		
Dump Truck (12.5 Ton)	Miles	\$ 1.90	12	\$ 22.80		
Sub-Total (Mobilization & Transportation)				\$ 13.20		\$ 13.20
Sub-Total Equipment (see Equipment & Material Summary)						\$ 803.70
Sub-Total Materials (see Equipment & Material Summary)						\$ 321.21
Sub-Total Subs & Vendors (see Equipment & Material Summary)						\$ -
Disposal						
	Bins	\$ -		\$ -		
	Cu Yd	\$ -		\$ -		
Waste Transport & Disposal (Const Debris)	Cu Yard	\$ 35.00		\$ -		
Waste Transport & Disposal (Concrete/HMA)	Cu Yard	\$ 70.00		\$ -		
	Ea	\$ 90.00		\$ -		
	Ea	\$ 40.00		\$ -		
Sub-Total (Disposal)				\$ -		\$ -
Total Costs						\$ 2,505.61
OH & Profit			15%			\$ 375.84
Bonding			0%			\$ -
Total T&M Billing						\$ 2,881.45

Equipment Materials

Equipment	Day Rate	# Units	Total	\$ Extended	
	\$ -		0	\$ -	
	\$ -		0	\$ -	
	\$ -		0	\$ -	
	\$ -		0	\$ -	
	\$ -		0	\$ -	
	\$ -		0	\$ -	
	\$ -		0	\$ -	
	\$ -		0	\$ -	
	\$ -		0	\$ -	
Air Compressor, diesel	\$ 269.00		0	\$ -	
Air Cooler	\$ 30.00		0	\$ -	
Concrete, electric heavy hammer	\$ 98.00		0	\$ -	
Concrete, pneumatic rivet buster	\$ 125.00		0	\$ -	
Concrete, flat saw, electric	\$ 250.00		0	\$ -	
Concrete, flat saw, gas	\$ 200.00		0	\$ -	
Concrete, Core Drill	\$ 125.00		0	\$ -	
Concrete, cut off saw	\$ 150.00		0	\$ -	
Concrete, ring saw	\$ 250.00		0	\$ -	
Concrete, Chain Saw	\$ 350.00		0	\$ -	
Concrete, Jumping Jack/Vibraplate	\$ 85.00	1	1	\$ 85	
Electrical, 10 GA extension cords	\$ 10.65		0	\$ -	
Electrical, 6 GA distribution cords	\$ 12.00		0	\$ -	
Electrical, Power Box's	\$ 45.00		0	\$ -	
Electrical,45 KW generator	\$ 300.00		0	\$ -	
	\$ -		0	\$ -	
	\$ -		0	\$ -	
Heavy Eqpt, Excavator	\$ 750.00		0	\$ -	
Heavy Eqpt, Skid Steer	\$ 350.00		0	\$ -	
Heavy Eqpt, skid steer grapple	\$ 118.00		0	\$ -	
Lift, elec pallet jack	\$ 79.00		0	\$ -	
Lift, reachlift and boon (Gradeall)	\$ 250.00		0	\$ -	
Lift, scissors	\$ 150.00		0	\$ -	
Lift, fork truck	\$ 150.00		0	\$ -	
Lights, work	\$ 25.00		0	\$ -	
PPE	\$ 35.00		0	\$ -	
	\$ -		0	\$ -	
Washer, pressure	\$ 75.00		0	\$ -	
Scaffold, portable	\$ 88.00		0	\$ -	
Tools, hand (scrapers, sledges, pry)	\$ 24.90	3	3	\$ 75	
Tools, power, hand	\$ 25.00		0	\$ -	
Truck, 10 wheel roll off	\$ 500.00		0	\$ -	
Truck, 6 wheel dump	\$ 344.00	1	1	\$ 344	
Truck, Equipment	\$ 150.00	2	2	\$ 300	
Truck, Concrete Service	\$ 350.00		0	\$ -	
x rental	\$ -		0	\$ -	
Sub Total Equipment				\$ 804	
Consumables	U/M				
HMA	Ton	\$ 112.80	1	1.1	\$ 125
Concrete	Yard	\$ 185.00		0	\$ -
Chemical, Sealcoat	5G	\$ 105.00		0	\$ -
Chemical, Paint	5G	\$ 120.00		0	\$ -
Class 2 AB	Ton	\$ 25.00		0	\$ -
Container, supersack, 1 Yd	Ea	\$ 25.00		0	\$ -
SS1 Tack oil	1GL	\$ 60.00	1	1	\$ 60
PPE	Ea	\$ 34.00	4	4	\$ 136
	Ea	\$ 89.90		0	\$ -
	Box	\$ 48.00		0	\$ -
	Box	\$ 49.90		0	\$ -
	Ea	\$ 30.00		0	\$ -
Plastic, 6 mil flame resist	Box	\$ 159.90		0	\$ -
Plastic, tape (24/box)	Ea	\$ 12.50		0	\$ -
Plastic, glue (12/Box)	Ea	\$ 6.00		0	\$ -
Tooling, diamond cup wheels 5"	Ea	\$ 325.00		0	\$ -
Tooling, diamond cup wheels 7"	Ea	\$ 407.00		0	\$ -
Tooling, ring saw blade	Ea	\$ 500.00		0	\$ -
Tooling, cut off saw blade	Ea	\$ 210.00		0	\$ -
Tooling, concrete chain	Ea	\$ 975.00		0	\$ -
Tooling, diamond blades, small	Ea	\$ 40.00		0	\$ -
Tooling, flatsaw diamond blade	Ea	\$ 800.00		0	\$ -
Tooling, core drill	Ea	\$ 400.00		0	\$ -
Tooling, cutting blades	Ea	\$ 26.00		0	\$ -
Tooling, scraper blades	Ea	\$ 7.00		0	\$ -
Filters & Hoses	Ea	\$ 10.00		0	\$ -
x	Ea			0	\$ -
Anchors, concrete	Box	\$ 70.25		0	\$ -
x	Ea			0	\$ -
x	Ea			0	\$ -
Sub Total Consumables				\$ 321	
Subs and Special Material					
Hotel & Per Diem	\$ 110.00		0	\$ -	
Sub			0	\$ -	
x	\$ -		0	\$ -	
Sub Total Subs and Special Mtl				\$ -	

PAVE
RAMP

CUSTOMER DE LA FLOP PORTABLE
 ADDRESS _____
 JOB # 55729
 DATE 8/3/23

EMPLOYEE	MORN IN	MORN OUT	NOON IN	NOON OUT	EMP. NO.	RATE CODE	HOURS TOTAL O.T.	EQUIP NO.	EQUIP HOURS	RENTALS / SUB CONTRACTS
BRADY	7:10			11:45			2.5			
SERGEIO				↓			2.5			
OSCAR				↓			2.5			
RAM							2.5			

QTY.	UOM	DESCRIPTION	PURCHASED FROM	UNIT COST	DELIVERED BY	RATE
		1 TON ASPHALT OLIVE				
		SPRENKS			RAM	

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

154425

TAN
EID

TICKET NO.
297079

SELLER:
OLIVE SPRINGS QUARRY, INC.
WEIGHMASTER
Phone (831) 475-1610 P.O. Box 747
1299 Olive Springs Road
Soquel, California 95073



DATE	TIME	CUSTOMER	TRUCK #	LICENSE #	TRAILER #	TRAILER #
08/03/23	0:54	13040	CP110			

CUSTOMER NAME		TON	LB
Atlantic Paving & Grading		15.87	27740
P.O. Box 67453		12.76	25520
Scotts Valley CA 95067		1.11	2220

QTY	UNIT	PRODUCT	PRICE	AMOUNT	JOB/PO/LOC	DEPT/OVER/HS/SCH/DL
1.11	TN	1/2" MM HMA				
		TD # L201092				
Responsibility and ownership of material belongs to consignee when loaded on truck.					By <u>PEGGY</u> Deputy DRIVER _____	
TAX					IN <input type="checkbox"/> OUT <input type="checkbox"/>	
TOTAL DUE						



License #1037916

PROPOSED CHANGE

DATE: **September 6, 2023**

PCO# 012

CONTRACTOR: **101 Builders, Inc.**
10435 Monterey Road
Gilroy, CA 95020

Phone 408-842-3355

EMAIL: antoinette@101buildersinc.com

PROJECT NAME: **ELOP Portable**

DESCRIPTION: **Relocated existing receptacle, running conduit away from the opening of a new window.**

Proposal includes labor and materials.

COST BREAKDOWNS												
DESCRIPTION		CRAFTSMAN	REG	1.5X	2X			REG	O.T.	D.T.	AMOUNT	
LABOR:							hrs	@ \$	-	\$ -	\$ -	\$ -
							hrs	@ \$	-	\$ -	\$ -	\$ -
							hrs	@ \$	-	\$ -	\$ -	\$ -
							hrs	@ \$	-	\$ -	\$ -	\$ -
DESCRIPTION						QTY		PRICE				
MATERIALS:							lot	@ \$	-			\$ -
							yds	@ \$	-			\$ -
							lot	@ \$	-			\$ -
							lot	@ \$	-			\$ -
							lot	@ \$	-			\$ -
							lot	@ \$	-			\$ -
							@	\$ -				\$ -
EQUIPMENT:							hrs	@ \$	-			\$ -
							hrs	@ \$	-			\$ -
							hrs	@ \$	-			\$ -
							hrs	@ \$	-			\$ -
							hrs	@ \$	-			\$ -
MISC:							lot	@ \$	-			\$ -
							hrs	@ \$	-			\$ -
							hrs	@ \$	-			\$ -
SUBCONTR: PSR Electric						1	lot	@ \$	600.00			\$ 600.00
							lot	@ \$	-			\$ -

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SINCERELY,
101 Builders, Inc.

Antoinette Schreder

Authorized Signature-Contractor, 101 Builders, Inc.

Ian Goldspink

Authorized Signature-Owner, Santa Cruz City Schools

[Handwritten Signature]

Authorized Signature-Architect

LABOR SUBTOTAL		\$	-
LABOR MARKUP	15.00%	\$	-
MATERIALS SUBTOTAL		\$	-
MATERIALS MARKUP	15.00%	\$	-
EQUIPMENT SUBTOTAL		\$	-
EQUIPMENT MARKUP	15.00%	\$	-
MISC SUBTOTAL		\$	-
MISC MARKUP	15.00%	\$	-
SUBTOTAL		\$	-
SUBCONTRACTOR SUBTOTAL		\$	600.00
SUBCONTRACTOR MARKUP	5.00%	\$	30.00
TOTAL PROPOSAL		\$	630.00
BOND/INS	1.0%	\$	6.30
TOTAL AMOUNT		\$	636

PSR Electric, Electrical Contractor
Certified General Journeyman Electricians
Bonded and Insured
License number: 880548
PUBLIC WORKS CONTRACTORS REGISTRATION
#1000010224
"PROMPT SERVICE THAT'S RELIABLE"
3011 OLD SAN JOSE RD, SOQUEL CA 95073
Phone: 831-345-3914 Fax: 831-479-9034
E-mail: psr9122@icloud.com

INVOICE



📍 JOB: DLV PORTABLE

DATE: 09/06/2023

PROVIDED AND INSTALLED LABOR AND MATERIALS TO:
RELOCATED EXISTING RECEPTACLE, RUNNING CONDUIT AWAY
FROM THE OPENING OF NEW WINDOW.
INCLUDED IS CONDUIT AND WIRE

TOTAL INVOICE \$600.00

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Alpha Air Balancing Agency, Inc. Proposal for Bayview Elementary School Sustainability HVAC Balancing and Testing

MEETING DATE: October 11, 2023

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve Alpha Air Balancing Agency, Inc. proposal for Bayview Elementary School sustainability HVAC balancing and testing.

BACKGROUND:

This proposal consists of an estimate to test and balance the HVAC system at Bay View Elementary School and DeLaveaga Elementary School as part of the energy services agreement with Climatec that was approved in October 2022.

Energy Services Agreement	\$6,586,457 (approved & budgeted BofA loan)
Solar Panel Design	\$254,931 (approved & budgeted CalSHAPE)
Solar Testing & Inspections	\$54,986.50 (approved & budgeted RDA Fund)
DSA Inspector	\$118,405 (approved & budgeted RDA Fund)
DeLaveaga ADA Path of Travel	\$ 91,200.00 (approved & budgeted RDA Fund)
HVAC Inspector of Record	\$31,500.00 (approved & budgeted RDA Fund)
Solar Inspector of Record	\$118,450.00 (approved & budgeted RDA Fund)
Bay View HVAC Abatement	\$86,071.00 (approved & budgeted RDA Fund)
Bay View HVAC Abatement Oversight	\$9,964.00 (approved & budgeted RDA Fund)
HVAC Testing & Inspections	\$11,460.26 (approved & budgeted RDA Fund)
Bay View HVAC Balancing & Testing	\$7,940.00 (this agenda item)
Bay View HVAC Commissioning	\$7,400.00 (agenda item 8.4.2.5)
Estimated Total	\$7,378,764.76

FISCAL IMPACT:

\$7,940.00 Elementary Redevelopment Agency Fund (Restricted)

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

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

AGENDA ITEM: 8.4.2.4

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



ALPHA AIR BALANCING AGENCY, INC
 P.O. BOX 3948, CARMEL, CALIFORNIA 93921-3948
 PHONE # (831) 625-8195 CONTRACTOR'S LICENSE # 708453
 E-mail address: info@alphairbalancing.com

PROPOSAL

TO: SANTA CRUZ CITY SCHOOLS
 536 PALM STREET
 SANTA CRUZ, CALIFORNIA 95060

ATTN: TREVOR MILLER, Director of Facility Services

PHONE NO. 408.295.2182

PROJECT: BAY VIEW ELEMENTARY SCHOOL
HVAC UPGRADE BUILDINGS 'C', 'D' AND 'E'

ADDRESS: 1231 BAY STREET
SANTA CRUZ, CALIFORNIA 95060

Alpha Air Balancing Agency, Inc. to furnish all labor & instrumentation to test and balance the HVAC system of the above reference project as per specification.

- Plans sheets:
M1.1, M1.2, M2.1 thru M2.3, M3.1 thru M3.3 & M4.1
- Addenda noted:

	<u>AMOUNT</u>
<input checked="" type="checkbox"/> BASE BID:	
<input checked="" type="checkbox"/> TEST AND BALANCE HVAC SYSTEM	\$7,940.00
<input checked="" type="checkbox"/> AIR BALANCE	
<input checked="" type="checkbox"/> ASSIST COMMISIONING AGENT ON TAB HVAC RELATED WORK	
<input checked="" type="checkbox"/> CERTIFIED TEST AND BALANCE REPORT	
TOTAL BASE BID AMOUNT	<u>\$7,940.00</u>

EXCLUSIONS: SHEAVE AND BELT CHANGE, SOUND & VIBRATION TEST
DUCT LEAKAGE TEST, PIPE PRESSURE TEST, TITLE 24 ACCEPTANCE TESTING

REMARKS: ALL WORK TO BE DONE ON A STRAIGHT TIME BASIS

B. Testing, adjusting and balancing will be performed by an independent Testing, Adjusting and Balancing (TAB) contractor hired by the Owner.

BY: ROMY GONZALES **DATE:** 9/8/2023
PRICE GOOD FOR 30 DAYS Member of National Environmental Balancing Bureau
NEBB CERT. No. 3137
FAX # (831) 625-8196 Visit Us web address: www.alphairbalancing.com

SB REF # 0044257 Issued by the State of California DGS Office SB & DVBE Services
DIR REGISTERED: REG. NO. 1000008381

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SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Cypress Engineering Group Proposal for Bayview Elementary School Sustainability Commissioning

MEETING DATE: October 11, 2023

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve Cypress Engineering Group proposal for Bayview Elementary School sustainability HVAC system commissioning.

BACKGROUND:

This proposal consists of building commissioning services for the HVAC equipment and controls at Bay View Elementary School and DeLaveaga Elementary School as part of the energy services agreement with Climatec that was approved in October 2022. This service is necessary to independently verify that every control point operates fully as intended in the design.

Energy Services Agreement	\$6,586,457 (approved & budgeted BofA loan)
Solar Panel Design	\$254,931 (approved & budgeted CalSHAPE)
Solar Testing & Inspections	\$54,986.50 (approved & budgeted RDA Fund)
DSA Inspector	\$118,405 (approved & budgeted RDA Fund)
DeLaveaga ADA Path of Travel	\$ 91,200.00 (approved & budgeted RDA Fund)
HVAC Inspector of Record	\$31,500.00 (approved & budgeted RDA Fund)
Solar Inspector of Record	\$118,450.00 (approved & budgeted RDA Fund)
Bay View HVAC Abatement	\$86,071.00 (approved & budgeted RDA Fund)
Bay View HVAC Abatement Oversight	\$9,964.00 (approved & budgeted RDA Fund)
HVAC Testing & Inspections	\$11,460.26 (approved & budgeted RDA Fund)
Bay View HVAC Balancing & Testing	\$7,940.00 (agenda item 8.4.2.4)
Bay View HVAC Commissioning	\$7,400.00 (this agenda item)
Estimated Total	\$7,378,764.76

FISCAL IMPACT:

\$7,400.00 Elementary Redevelopment Agency Fund (Restricted)

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

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

Prepared by Trevor Miller, Director, Facility Services



8 Harris Court, Suite A8 831.218.1802
Monterey, CA 93940 cypresseg.com

Trevor Miller
Director of Facility Services
Santa Cruz City Schools
536 Palm Street
Santa Cruz, CA 95060
(831) 429-3906
trevormiller@sccs.net

September 9, 2023

Re: SCCS BAYVIEW ELEMENTARY SCHOOL BUILDING (NEW HVAC SYSTEMS AND CONTROLS) COMMISSIONING SERVICES

Dear Mr. Traver Miller

We propose to furnish Building Commissioning Services as described below and per the attached scope of work (for new HVAC equipment and controls only -Plans dated 7.11.2022, produced by CLIMATEC and approved by DSA 11.14.2022 App: 01-120344) on this project to include:

- ◆ Produce Functional test forms for HVAC system operations in different modes.
- ◆ Verify installed HVAC systems to current design and code requirements.
- ◆ Verify installed Temperature and Ventilation Control Systems to comply with current T24 and codes. (Normally we checked with design, but the contractor is the design build contractor and there is no sequence of operations in the design drawings).
- ◆ Verify completion of training requirements
- ◆ Provide final commissioning report as Issue log to owner.

Commissioned Systems under this proposal:

- ◆ HVAC System and Controls
- ◆ TAB verification for ventilation system.

The proposed fee for this work is **SEVEN THOUSAND FOUR DOLLARS (\$7,400)**.

This proposal may only be modified in writing signed by all parties. In the event of litigation arising with respect to the payment of Cypress Engineering Group's invoices, the prevailing parties shall be entitled to reasonable attorney's fees and court costs. Any litigation between the parties shall be adjudicated in the County of Monterey, California. Our standard Terms and Conditions of Offer as attached are incorporated into this Proposal/Acceptance.

Billing will be on a monthly basis and payment is due net thirty (30) days from date of invoice, unless other arrangements have been made in writing in advance.

Re: **SCCS BAYVIEW ELEMENTARY SCHOOL BUILDING (NEW HVAC SYSTEMS AND CONTROLS) COMMISSIONING SERVICES**

Please indicate your acceptance of this proposal by signing this letter and returning the same to our office, retaining a copy for your records. This proposal and pricing will expire in 30 days.

We appreciate this opportunity to be of service.

Sincerely,

Cypress Engineering Group

Santa Cruz City Schools



Metin Serttunc, PE, CBCP, CEM
Principal
Certified Building Commissioning Professional
metin@cypresse.com
Mobile: 408-510-0906

Signature: _____

Name: _____

Title: _____

Date: _____

Enclosed:

Scope of Work
Terms and Conditions

Re: **SCCS BAYVIEW ELEMENTARY SCHOOL BUILDING (NEW HVAC SYSTEMS AND CONTROLS) COMMISSIONING SERVICES**

SCOPE OF WORK

◆ **Commissioning Services – Interim Phase**

1. Review the drawings and walk through the site before commissioning activities.
2. Review submittals related to commissioning systems.
3. Conduct a meeting (if necessary) with commissioning team members. Team members are General Contractor (GC), Owner Representative (OR), Mechanical Contractor (MC) and TAB Subcontractor (TAB).
 - a. Explain the process to all the members, answer all the questions.
4. ~~Provide system readiness checklists (review forms) for equipment to be commissioned to the mechanical contractors for completion. This is a simple form to be requested from the mechanical contractor to indicate HVAC systems are ready for tests.~~ It is assumed that all the systems are turned over to the school and contractor work is completed since the school is in session for a while. This item is put in the scope for information only.
5. Prepare the functional test forms for final equipment set-up and controls based on the drawings and code requirements (there is no sequence of operation for the HVAC equipment on the plans).
6. Explain the process to all the design team members, contractors, owner rep and answer all the questions.
7. Witness the Ventilation Air CFM test - Certified TAB technician to measure the airflow.
8. Test the operational mechanical systems for comfort control and document the results.
9. Schedule site commissioning meetings with related parties, as necessary
10. Before functional tests and training, the following items need to be completed and reviewed by Commissioning Agent (CA): (Assumed that the district has the following information (this information needs to be in close out package)
 - a. All factory start-ups and system readiness forms completed by factory technician or mechanical contractor.
 - b. All the RFIs related to Commissioning activities are answered and executed by the contractor.
 - c. Control Systems need to be fully installed and operational.
 - d. TAB report by the contractor is provided.
 - e. Punch list items and corrections.
 - f. O&M Manuals for each commissioned equipment and systems are available and submitted to CA.
 - g. As-Built Drawings shall be completed and are ready at site.
11. Administer and document functional tests done by mechanical contractor start-up or service personnel.
12. Equipment to be commissioned (functionally tested):
 - a. Rooftop Units
 - b. VRF Systems with Internal fan coils.
 - c. Condensate System (some of the equipment has condensate pumps)
13. Prepare field reports indicating the summary of the process and non-compliance items (part of commissioning issue log).

Re: **SCCS BAYVIEW ELEMENTARY SCHOOL BUILDING (NEW HVAC SYSTEMS AND CONTROLS) COMMISSIONING SERVICES**

14. Provide and maintain commissioning issues log throughout commissioning.
15. Verify training of the owner O&M personnel and end users
16. Prepare final commissioning report with recommendations.
 - a. Functional test procedures and results
 - b. Record of maintenance personnel training completion.
 - c. Final Commissioning Issue log as attachment.

ASSUMPTIONS

- ◆ Sampling Strategy may be used for similar equipment.
- ◆ Commissioning of HVAC systems and Controls is the main scope.
- ◆ There is no equipment using renewable energy in this project.
- ◆ There is no Commissioning requirements or specifications in the project manual.
- ◆ Acceptance test forms will be filled out by a mechanical contractor, forms will be provided by design team if necessary.
- ◆ Ventilation CFM verification based on the design drawings is part of the scope.

EXCLUSIONS

- ◆ Scheduled weekly construction meetings.
- ◆ Title 24 acceptance testing and documentation.
- ◆ Any work not mentioned above.
- ◆ Renewable energy systems.
- ◆ Lighting Controls
- ◆ Domestic Hot Water System

Re: **SCCS BAYVIEW ELEMENTARY SCHOOL BUILDING (NEW HVAC SYSTEMS AND CONTROLS) COMMISSIONING SERVICES**
TERMS AND CONDITIONS

Upon issuance of a purchase order, or any other written acceptance of a Cypress Engineering Group, LLC proposal, the undersigned indicates acceptance on the Client's behalf of these terms and conditions:

1. Cypress Engineering Group, LLC Scope of Work is proprietary. As such the work may not be duplicated nor used by anyone including, but not limited to, competitors or customers, without the express written agreement of Cypress Engineering Group, LLC and agreement of appropriate compensation. Such compensation shall be negotiated on a case-by-case basis.
2. Cypress Engineering Group, LLC requires written approval of this Proposal or a written purchase order number for billing purposes before work under this or any other Cypress Engineering Group, LLC contract may proceed on your behalf.
3. This proposal, unless otherwise indicated, is executed on a "Fixed Fee" basis. By issuing a purchase order or written approval to Cypress Engineering Group, LLC, you are agreeing that you have reviewed the scope of the project contained in this proposal and you are accepting it as full and complete, and that any work not included but that may be required will be at additional cost upon the further agreement of the parties.
4. Either party may at any time and without cause terminate this Agreement by giving 7 calendar days' written notice of termination to the other party. In the event of such termination, the Client will pay Cypress Engineering Group, LLC an appropriate prorated fee based on the stated "fixed fee" for all services rendered and expenses incurred by Cypress Engineering Group, LLC through the date of termination.
5. Nothing in this Agreement or in the course of dealing between the Client and Cypress Engineering Group, LLC pursuant hereto shall deemed to create between such parties (including their respective directors, officers, employees and agents) a partnership, joint venture, association, employment relationship of any other relationship other than that of customer and independent contractors with respect to each other.
6. Failure by either party to enforce any of the provisions of this Agreement or any rights with respect hereto or the failure to exercise any option provided hereunder shall in no way be considered to be waiver of such provisions, rights or options, or to in any way affect the validity of this Agreement. No waiver of any rights under either this Agreement, or any modification or amendment of this Agreement shall be effective or enforceable unless in writing and signed by both parties.
7. If the client fails to pay due amounts within fifty (50) calendar days of the date of the invoice, this shall constitute a Material Breach of the Agreement and the Engineer may, at any time, and without waiving any other claim against the Client and without thereby incurring any liability whatever to the Client, suspend this Agreement, or terminate this Agreement. The Client agrees to release the Engineer from any consequences of such suspension or termination of services due to the Client's non- payment of the Engineer's fees. Service charges of 1% per month shall accrue on all unpaid invoice amounts thirty (30) days after date of invoice unless prior arrangements have been made.

Re: **SCCS BAYVIEW ELEMENTARY SCHOOL BUILDING (NEW HVAC SYSTEMS AND CONTROLS) COMMISSIONING SERVICES**
LIABILITY

1. Cypress Engineering Group, LLC will prepare the agreed upon documents and execute the agreed upon services in accordance with generally accepted professional practices and in good faith for the intended use of the project and makes no further warranty either express or implied.
2. Cypress Engineering Group, LLC shall not be responsible for any costs that result from concealed conditions or any other conditions that are beyond their reasonable control, or that they would not reasonably be expected to have considered as part of a normal engineering and/or construction process. The total liability, if any, shall not exceed the amount paid under this contract.
3. Third Party Liability: Cypress Engineering Group, LLC shall not be responsible for the means, methods, procedures, performance, techniques, or sequences of construction, for safety on the job site, or for the contractors' failure to carry out the work in accordance with any applicable Engineering or Design Documents. Cypress Engineering Group, LLC shall not be responsible for the acts or omissions of any contractor or agent of any firm other than Cypress Engineering Group, LLC
4. Cypress Engineering Group, LLC shall not be responsible for evaluations or designs that indicate the need to repair, remove, encapsulate or enclose asbestos containing materials or installations. Should the services proposed herein indicate that asbestos abatement and/or treatment is required in any of the installations at the client's properties, a specialty contractor skilled and qualified in this type of work will be required under separate contract. The details of such a contract would be addressed on an as-needed basis at that time.
5. In recognition of the relative risks and benefits of the project to both Client and Cypress Engineering Group, LLC, Client agrees to limit the liability of Cypress Engineering Group, LLC, and its officers, employees and sub consultants to Client, as well as to the Owner, any and all other design professionals, all construction contractors and all subcontractors on the project arising out of or relating to Cypress Engineering Group, LLC's services on this project, such that the total aggregate liability to all those named shall not exceed the lesser of the damages actually sustained as a direct result of any proven negligent act or omission by Cypress Engineering Group, LLC, or the total fee for the services rendered by Cypress Engineering Group, LLC on this project. Client further agrees to require of his other contractors and their subcontractors an identical limitation of liability for Cypress Engineering Group, LLC's professional acts, errors, or omissions. Neither Client nor the contractor nor any of his subcontractors assumes any liability for damages to others which may arise on account of the professional acts, errors, or omissions of Cypress Engineering Group, LLC. The fees quoted and agreed to by both parties of this Agreement are in light of these limitations and any increase in Cypress Engineering Group, LLC's liability from what is stated herein shall be specifically negotiated and established in writing.
6. Client agrees to defend, indemnify and hold harmless Cypress Engineering Group, LLC, its individual owners, directors, corporate officers, employees, agents and sub consultants from any such special, indirect or consequential damages claims against Cypress Engineering Group, LLC by any other third party for reasons beyond Cypress Engineering Group, LLC's control. Cypress Engineering Group, LLC shall be responsible only for its express negligence, recklessness or willful misconduct.

Re: **SCCS BAYVIEW ELEMENTARY SCHOOL BUILDING (NEW HVAC SYSTEMS AND CONTROLS) COMMISSIONING SERVICES**

7. If one or more of the provisions contained in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not be affected.
8. This Agreement constitutes the entire agreement of the parties and superseded all oral negotiations and prior writings with respect thereto.
9. Cypress Engineering Group, LLC and the Client are entering into this Agreement solely on the basis of the agreement and representations contained herein, and for their own purposes, not for the benefit of any third party.
10. This agreement shall be construed under the laws of the State of California. Any dispute regarding this agreement shall have venue in the Monterey County, California.
11. Notice required to be given, as a covenant to this proposal shall be tendered in writing. It may be so given transmitting same by personal delivery, or by first-class, postage prepaid mail to the corporate address of Cypress Engineering Group, LLC as follows:

Cypress Engineering Group, LLC
8 Harris Court, Ste A.8
Monterey, CA 93940
12. This proposal must be accepted in writing within 30 calendar days or it shall be automatically withdrawn and shall be of no force or effect.

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: PSR Electric Change Order #1 for DeLaveaga Elementary School Relocatable Classroom Building Electrical

MEETING DATE: October 11, 2023

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve PSR Electric change order #1 for DeLaveaga Elementary School relocatable classroom building electrical.

BACKGROUND:

This change order consists of labor and materials to install low-voltage wire molding inside the new relocatable classroom building at DeLaveaga Elementary School. Due to Division of State Architect delays the portable that was available for shipment did not include needed low voltage services. The previously approved contract amount was \$55,166.00 and the new total contract, including this change order, will be \$56,196.00.

Architect	\$43,800.00 (approved & budgeted)
Modular Building	\$113,226.00 (approved & budgeted)
Site Work	\$119,101.00 (approved & budgeted)
In-Plant Inspector	\$4,000.00 (approved & budgeted)
DSA Inspector of Record	\$ 13,650.00 (approved & budgeted)
Geotechnical Inspections & Testing	\$10,030.54 (approved & budgeted)
Electrical	\$ 55,166.00 (approved & budgeted)
Low Voltage Connections	\$27,850.00 (approved & budgeted)
Portable Classroom Power Supply	\$10,288.00 (approved & budgeted)
Low Voltage Wire Mold Drops	\$1,750.00 (this agenda item)
Additional Site Utility Work	\$104,575.00 (agenda item #8.4.2.1)
Estimated Total	\$503,436.54

FISCAL IMPACT:

Change Order #1 \$1,750.00 (1.86% increase to the contract), Developer Fees (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

PROPOSAL

PSR Electric, Electrical Contractor

Certified General Journeyman Electricians

Bonded and Insured

License number: 880548

PUBLIC WORKS CONTRACTORS REGISTRATION

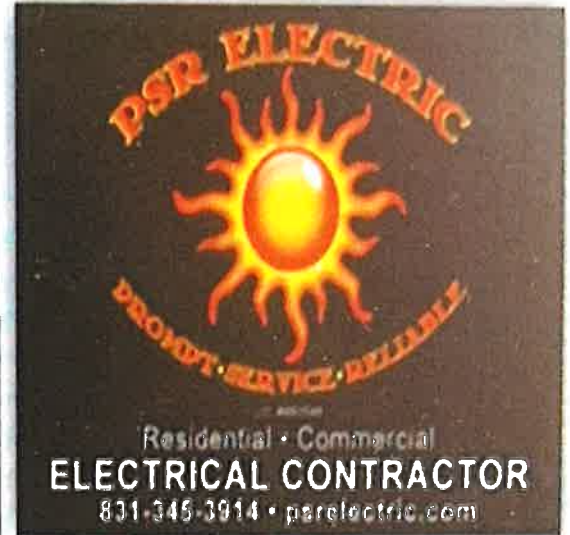
#1000010224

"PROMPT SERVICE THAT'S RELIABLE"

1988 SERENATA CT, SANTA CRUZ CA, ZIP 95065

Phone: 831-345-3914 Fax: 831-479-9034

E-mail: psrelectric@comcast.net



PROJECT: DLV NEW PORTABLE

DATE: 09/25/23

TO: IAN R GOLDSPIK

EXTRA WORK FOR DATA/LOW VOLTAGE DROPS INSIDE PORTABLE \$1,750.00

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Resolution 07-23-24: Emergency Soquel High School Boiler Replacement

MEETING DATE: October 11, 2023

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve Resolution No. 07-23-24: to enter a contract for emergency repairs at Soquel High School.

BACKGROUND:

Soquel has three boilers that provide heat to the entire school site through one hot water loop. During the 2021-22 school year, one failed and is not repairable. During the 2022-23 school year the second one failed, leaving the school with one working boiler. The District was able to get the second failed boiler repaired, but during the start of this school year neither of the two remaining boilers started. With one boiler completely out of commission and two remaining boilers not working properly, there is no backup boiler for this winter.

Through the California Uniform Public Construction Cost Accounting Act (CUPCAA), the District will be able to expedite the process of replacing the failed boiler. Public projects at a cost of more than \$200,000 must use a formal bidding procedures pursuant to PCC Section 22032(c), unless the project is deemed an emergency.

Per education Code, the District may seek approval for emergency construction contracts from the County Office of Education (COE). The COE has given verbal approval for this contract and supported staff in bringing forward this resolution to the Board, which will allow us to ensure we have adequate heat during the winter months at Soquel High School.

FISCAL IMPACT:

\$600,000.00 Estimated – Measure A District Set Aside (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

**BEFORE THE BOARD OF EDUCATION
OF THE SANT CRUZ CITY SCHOOLS
SANTA CRUZ, CALIFORNIA
RESOLUTION NO. 07-23-24**

**RESOLUTION FOR EMERGENCY BOILER WORK
PURSUANT TO PUBLIC CONTRACT CODE 22035**

WHEREAS, the Santa Cruz City Schools (“District”) has, by resolution, elected to become subject to the California Uniform Public Construction Cost Accounting Act (“CUPCAA”) procedures as set forth in Public Contract Code section 22010, *et seq.*; and

WHEREAS, on September 20, 2023, District staff identified failed boiler units at Soquel High School (“Project Site”), and contacted Geo. H. Wilson Mechanical Contractor (“Contractor”) to inspect the boilers; and

WHEREAS, Contractor investigated the failures and deemed them beyond repair; and

WHEREAS, failed boilers will put District students and staff, in an unsatisfactory environment; and

WHEREAS, winter is almost here, creating urgency for the work to be performed before it arrives and before the cold season; and

WHEREAS, the circumstances described herein constitute an emergency pursuant to Public Contract Code section 22035 and 22050 as a sudden, unexpected occurrence posing a clear and imminent need requiring immediate action to prevent or mitigate the potential impairment of environment, health, or essential public services; and

WHEREAS, emergency work to remove the failed boiler units and install a replacement is necessary at the Project Site in order to avoid the potential impairment of environment, health, or essential public services, and such emergency will not permit a delay resulting from a competitive solicitation for bids (the “Project”); and

WHEREAS, under such circumstances, Public Contract Code sections 22035 and 22050 permit such emergency situations to be remedied by entering into a contract or contracts which would otherwise require compliance with the public bidding process; and

WHEREAS, Public Contract Code Section 22035 authorizes a school district to enter into a contract for emergency repairs without first soliciting bids; and

WHEREAS, in addition to the existence of emergency circumstances pursuant to Public Contract Code sections 22035 and 22050, delay in the undertaking of the necessary repairs to the Project Site to undergo competitive bidding would not be in the best interest of the public; and

WHEREAS, competitive bidding would require significant time and resources, and would not produce a financial advantage for the District, and therefore competitive bidding is undesirable and impractical.

NOW, THEREFORE, BE IT RESOLVED that the District Board of Education hereby finds, determines and orders as follows:

1. The foregoing recitals are adopted as true and correct.
2. The circumstances described herein constitute an emergency pursuant to Public Contract Code section 22035 and 22050.
3. The District Superintendent, or her designee, is authorized to enter into a contract or contracts, as required, and to use, if necessary, day labor or force account for the performance of the work, including labor and furnishing of all materials or supplies in connection therewith for the Project, without advertising for or inviting bids, pursuant to the authority of this resolution and Public Contract Code sections 22035 and 22050.
4. The District Superintendent, or her designee, is authorized and directed to take any and all lawful measures to ensure the timely completion of the Project including, but not limited to:
(1) removing and disposing of old boilers and associated equipment; (2) installing a new boiler; (3) ancillary work related thereto; and (4) negotiating and entering into contracts pursuant to the authority of this resolution.

The foregoing Resolution was adopted at a meeting of the Board of Education of the Santa Cruz City School District on October 11, 2023, by the following vote:

AYES: _____ NOES: _____ ABSTAIN: _____ ABSENT: _____

President of the Board of Education
Santa Cruz City Schools

ATTESTED TO:

Clerk of the Board of Education
Santa Cruz City Schools

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Anixter, Inc. Proposal for Soquel High School Door Hardware

MEETING DATE: October 11, 2023

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Ratify Anixter, Inc. proposal for Soquel High School door hardware.

BACKGROUND:

This proposal consists of the purchase of new American Disabilities Act-compliant emergency exit devices to replace existing door hardware that is not compliant with the current codes at Soquel High School. This door hardware will work with the new electronic key card system.

FISCAL IMPACT:

\$73,661.02 Total Measure A Funds (Restricted) representing 0.20% of the overall site budget
\$36,302,533.05 is the total Bond Allocation to Soquel High School

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

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

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

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

Prepared by Trevor Miller, Director, Facility Services

QUOTATION

Date: 09/21/2023
Quote #: Q00B7GMR
Customer: 114445

Anixter Inc. (a WESCO Company)
 Send Purchase Orders to Anixter Inc.
 2301 Patriot Blvd. Glenview, IL 60026

Customer
 SANTA CRUZ CITY SCHOOLS
 133 MISSION ST STE 100
 SANTA CRUZ, CA 95060
 Tricia Hayes
 Phone: (831)201-9602
 Fax: --
 Email: thayes@sccs.net

Soquel High School Quote

Line	Quantity	Part Number and Description	UM	Unit Price	Extended Price
1	6	CS896548 VON DUPRIN 4954 SP28 8FT 2 4954 SP28 8FT 2 STEEL,PREPPED F/2 299 STRIKES LACQUER SPRAYED ALUM	EA	468.67	2,812.02
2	4	CS896159 VON DUPRIN 99EO US26D 48 99EO US26D 48 EXIT ONLY/NO TRIM SATIN CHROME	EA	999.75	3,999.00
3	70	CS896241 VON DUPRIN 99EO US26D 36 99EO US26D 36 EXIT ONLY/NO TRIM SATIN CHROME	EA	955.00	66,850.00

Quote Total: 73,661.02

Wesco may charge you storage and transportation fees if you do not take possession or accept delivery of the above products within ninety (90) days or agreed upon terms from such products being available for delivery or pick-up

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE TERMS AND CONDITIONS OF SALE PUBLISHED AT WWW.ANIXTER.COM/TERMSANDCONDITIONS ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

QUOTATION

Date: 09/21/2023
Quote #: Q00B7GMR
Customer: 114445

Anixter Inc. (a WESCO Company)
Send Purchase Orders to Anixter Inc.
2301 Patriot Blvd. Glenview, IL 60026

Soquel High School Quote

TERMS NET 30
Freight Terms: PPD/CHARGE
Shipment:
Notes:
Currency: USD

Please refer all inquiries to:

Matt Johanson
Phone: 916-375-5611
Mobile: --
Fax: 888-346-6744
Matt.Johanson@Anixter.com

1020 Del Paso Rd
Ste 130
SACRAMENTO, CA 95834
US

Comments:

****QUOTE IS VALID FOR 20 DAYS FROM ABOVE DATE****

Wesco may charge you storage and transportation fees if you do not take possession or accept delivery of the above products within ninety (90) days or agreed upon terms from such products being available for delivery or pick-up

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE TERMS AND CONDITIONS OF SALE PUBLISHED AT WWW.ANIXTER.COM/TERMSANDCONDITIONS ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Bartos Architecture Amendment Agreements for the 23/24 Fiscal Year

MEETING DATE: October 11, 2023

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the Bartos Architecture amendment agreements for the 23/24 fiscal year.

BACKGROUND:

The Board previously approved a master agreement with Bartos Architecture on 12/14/16. The agreement amendment is for architectural services for the 23/24 fiscal year. This annual amendment process is unique to the District's contract with Bartos Architecture. These are estimates based on time and materials.

Project	Estimate
Gault: Multi-Project Overhead	\$15,000.00
Gault: New Classroom Building	\$85,000.00
Mission Hill: Mod Ph3	\$75,000.00
Mission Hill: Multi-Project Overhead	\$15,000.00
Mission Hill: Utility Infrastructure	\$10,000.00
Santa Cruz: Mod Ph 2	\$120,000.00
Santa Cruz: Multi-Project Overhead	\$15,000.00
Santa Cruz: Switchgear Replacement	\$10,000.00
Westlake: Utility Infrastructure	\$10,000.00
Westlake: Multi-Project Overhead	\$225.00

FISCAL IMPACT:

\$355,225.00 Total

Cost Breakdown by Site:

\$100,000.00 Gault Elementary School, Measure B (Restricted)

\$100,000.00 Mission Hill Middle School, Measure A (Restricted)

\$145,000.00 Santa Cruz High School, Measure A (Restricted)

\$10,225.00 Westlake Elementary School, Measure B (Restricted)

AGENDA ITEM: 8.5.2

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

BARTOS
ARCHITECTURE

COLLABORATION
ADVOCACY
RESEARCH
EDUCATION

15 September 2023

1730 S. Amphlett Blvd
Suite 225, San Mateo
California 94402
650.340.1221

Jim Monreal, Assistant Superintendent, Business Services
Santa Cruz City Schools
133 Mission Street, Suite 100
Santa Cruz, California 95060

Re: Estimated Fees for Gault Elementary School Multi Project Overhead: BA No. 17-005.0

Dear Mr. Monreal,

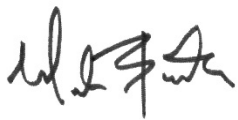
We are pleased to provide you with our recommended budget for the above-mentioned project for Fiscal Year 23-24.

We will invoice only for services rendered, and our invoices will be provided monthly for your review.

Estimated FY Fee	\$15,000
------------------	----------

We appreciate this opportunity to continue serving the District.

Sincerely,



Mark Bartos, Architect
Bartos Architecture

BARTOS
ARCHITECTURE

COLLABORATION
ADVOCACY
RESEARCH
EDUCATION

15 September 2023

1730 S. Amphlett Blvd
Suite 225, San Mateo
California 94402
650.340.1221

Jim Monreal, Assistant Superintendent, Business Services
Santa Cruz City Schools
133 Mission Street, Suite 100
Santa Cruz, California 95060

Re: Estimated Fees for Gault Elementary School Classroom Building: BA No. 17-005.5

Dear Mr. Monreal,

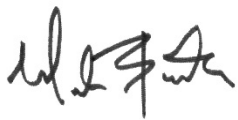
We are pleased to provide you with our recommended budget for the above-mentioned project for Fiscal Year 23-24.

We will invoice only for services rendered, and our invoices will be provided monthly for your review.

Estimated FY Fee	\$85,000
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We appreciate this opportunity to continue serving the District.

Sincerely,



Mark Bartos, Architect
Bartos Architecture



COLLABORATION
ADVOCACY
RESEARCH
EDUCATION

6 July 2023

1730 S. Amphlett Blvd
Suite 225, San Mateo
California 94402
650·340·1221

Jim Monreal, Assistant Superintendent, Business Services
Santa Cruz City Schools
133 Mission Street, Suite 100
Santa Cruz, California 95060

Re: Estimated Fees for Westlake Elementary Multi Project Overhead: BA No. 17-007.0

Dear Mr. Monreal,

We are pleased to provide you with our recommended budget for the above-mentioned project for Fiscal Year 23-24.

We will invoice only for services rendered, and our invoices will be provided monthly for your review.

Estimated FY Fee	\$225
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We appreciate this opportunity to continue serving the District.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Bartos", written in a cursive style.

Mark Bartos, Architect
Bartos Architecture



COLLABORATION
ADVOCACY
RESEARCH
EDUCATION

15 September 2023

1730 S. Amphlett Blvd
Suite 225, San Mateo
California 94402
650.340.1221

Jim Monreal, Assistant Superintendent, Business Services
Santa Cruz City Schools
133 Mission Street, Suite 100
Santa Cruz, California 95060

Re: Estimated Fees for Westlake Elementary Utility Infrastructure: BA No. 17-007.16:
Close out Switchgear/Transformer project

Dear Mr. Monreal,

We are pleased to provide you with our recommended budget for the above-mentioned project for Fiscal Year 23-24.

We will invoice only for services rendered, and our invoices will be provided monthly for your review.

Estimated FY Fee	\$10,000
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We appreciate this opportunity to continue serving the District.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Bartos", written in a cursive style.

Mark Bartos, Architect
Bartos Architecture



COLLABORATION
ADVOCACY
RESEARCH
EDUCATION

1730 S. Amphlett Blvd
Suite 225, San Mateo
California 94402
650.340.1221

15 September 2023

Jim Monreal, Assistant Superintendent, Business Services
Santa Cruz City Schools
133 Mission Street, Suite 100
Santa Cruz, California 95060

Re: Estimated Fees for Mission Hill Middle School Multi Project Overhead : BA No. 17-006.0

Dear Mr. Monreal,

We are pleased to provide you with our recommended budget for the above-mentioned project for Fiscal Year 23-24.

We will invoice only for services rendered, and our invoices will be provided monthly for your review.

Estimated FY Fee	\$15,000
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We appreciate this opportunity to continue serving the District.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Bartos", written in a cursive style.

Mark Bartos, Architect
Bartos Architecture

BARTOS
ARCHITECTURE

COLLABORATION
ADVOCACY
RESEARCH
EDUCATION

15 September 2023

1730 S. Amphlett Blvd
Suite 225, San Mateo
California 94402
650.340.1221

Jim Monreal, Assistant Superintendent, Business Services
Santa Cruz City Schools
133 Mission Street, Suite 100
Santa Cruz, California 95060

Re: Estimated Fees for Mission Hill Middle School Modernization Phase 1 Envelope: BA No. 17-006.12

Dear Mr. Monreal,

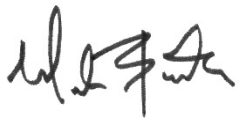
We are pleased to provide you with our recommended budget for the above-mentioned project for Fiscal Year 23-24.

We will invoice only for services rendered, and our invoices will be provided monthly for your review.

Estimated FY Fee	\$75,000
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We appreciate this opportunity to continue serving the District.

Sincerely,



Mark Bartos, Architect
Bartos Architecture



15 September 2023

1730 S. Amphlett Blvd
Suite 225, San Mateo
California 94402
650-340-1221

Jim Monreal, Assistant Superintendent, Business Services
Santa Cruz City Schools
133 Mission Street, Suite 100
Santa Cruz, California 95060

Re: Estimated Fees for Mission Hill Middle School Utility Infrastructure: BA No. 17-006.20

Dear Mr. Monreal,

We are pleased to provide you with our recommended budget for the above-mentioned project for Fiscal Year 23-24.

We will invoice only for services rendered, and our invoices will be provided monthly for your review.

Estimated FY Fee	\$10,000
------------------	----------

We appreciate this opportunity to continue serving the District.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Bartos", is written in a cursive style.

Mark Bartos, Architect
Bartos Architecture



COLLABORATION
ADVOCACY
RESEARCH
EDUCATION

1730 S. Amphlett Blvd
Suite 225, San Mateo
California 94402
650.340.1221

15 September 2023

Jim Monreal, Assistant Superintendent, Business Services
Santa Cruz City Schools
133 Mission Street, Suite 100
Santa Cruz, California 95060

Re: Estimated Fees for Santa Cruz High School Multi Project Overhead: BA No. 17-008.0

Dear Mr. Monreal,

We are pleased to provide you with our recommended budget for the above-mentioned project for Fiscal Year 23-24.

We will invoice only for services rendered, and our invoices will be provided monthly for your review.

Estimated FY Fee	\$15,000
------------------	----------

We appreciate this opportunity to continue serving the District.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Bartos".

Mark Bartos, Architect
Bartos Architecture



COLLABORATION
ADVOCACY
RESEARCH
EDUCATION

1730 S. Amphlett Blvd
Suite 225, San Mateo
California 94402
650.340.1221

15 September 2023

Jim Monreal, Assistant Superintendent, Business Services
Santa Cruz City Schools
133 Mission Street, Suite 100
Santa Cruz, California 95060

Re: Estimated Fees for Santa Cruz High School Mod Phase 2 (Unit C/D): : BA No. 17-008.5

Dear Mr. Monreal,

We are pleased to provide you with our recommended budget for the above-mentioned project for Fiscal Year 23-24.

We will invoice only for services rendered, and our invoices will be provided monthly for your review.

Estimated FY Fee	\$120,000
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We appreciate this opportunity to continue serving the District.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Bartos", written in a cursive style.

Mark Bartos, Architect
Bartos Architecture



15 September 2023

1730 S. Amphlett Blvd
Suite 225, San Mateo
California 94402
650-340-1221

Jim Monreal Assistant Superintendent, Business Services
Santa Cruz City Schools
133 Mission Street, Suite 100
Santa Cruz, California 95060

Re: Estimated Fees for Santa Cruz High School Switchgear Replacement: : BA No. 17-008.9

Dear Mr. Monreal,

We are pleased to provide you with our recommended budget for the above-mentioned project for Fiscal Year 23-24.

We will invoice only for services rendered, and our invoices will be provided monthly for your review.

Estimated FY Fee	\$10,000
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We appreciate this opportunity to continue serving the District.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Bartos", written in a cursive style.

Mark Bartos, Architect
Bartos Architecture

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Bosco Construction Services, Inc. Contract for Harbor High School Transportation Electric Vehicle Charging

MEETING DATE: October 11, 2023

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve Bosco Construction Services, Inc. contract for Harbor High School Transportation electric vehicle charging.

BACKGROUND:

The project consists of the installation of new electrical service and eight owner-furnished electric vehicle charging stations for the Transportation department. This is the District’s portion of matching the PG&E grant to provide infrastructure.

A request for bids was sent out to contractors, noticed to the builder’s plan room and advertised in the local newspapers. Five bids were received. Bosco Construction Services, Inc. was the successful low bidder.

Bid Summary

CONTRACTOR	CITY	BASE BID
Santa Cruz Westside Electric, Inc.	Santa Cruz	\$487,329.89
Rollen Electric Service Company, Inc.	Loomis	\$635,900.00
CWS Construction Group, Inc.	Novato	\$565,000.00
Coastal Mountain Electric	Clearlake	533,249.00
Bosco Construction Services, Inc.	San Jose	\$360,000.00
LOW BID	Bosco Construction Services, Inc.	\$360,000.00

Staff recommends that the bid be awarded to Bosco Construction Services, Inc. the lowest responsive and responsible bidder.

FISCAL IMPACT:

\$360,000.00

Cost Breakdown by fund:

\$234,000.00 Measure A District Set-Aside (Restricted)

\$126,000.00 Elementary Redevelopment Agency Fund (Restricted)

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

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

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

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

Prepared by Trevor Miller, Director, Facility Services

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement, effective October 12, 2023, is by and between the Santa Cruz City Schools, in Santa Cruz County, California, hereinafter called the "Owner," and Bosco Construction Services Inc. hereinafter called the "Contractor."

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work required, by the Contract (the "Work") in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers, and as specified in

the Bid Package: No. 2023-09 Santa Cruz City Schools, Transportation EV Charging at Harbor High School 300 La Fonda Ave, Santa Cruz,

all in strict compliance with the plans, drawings and specifications therefore prepared by

Ismael Magana, Peartree-Belli Architects email: ismael@peartreebelli.com,

and other Contract Documents relating thereto.

The Contract as awarded includes the base scope of work only.

During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

ARTICLE II. CONTRACT DOCUMENTS. The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the "Contract Documents" which form the "Contract."

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work ("the Contract Time") shall be one hundred and eighty (180) calendar days and all electrical items must be submitted within 30 calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no date of commencement is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization).

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or if any specified portion of the Work were not completed by a milestone deadline, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, third party claims, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that \$500.00 per calendar day of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time or Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Contractor Completes the Work within the Contract Time.

In addition, Contractor shall be subject to liquidated damages, or actual damages if liquidated damages are not recoverable under law, for causing another contractor on the Project to fail to timely complete its work under its contract or for causing delayed *completion* of the Project. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if another contractor on the Project were to fail to timely complete its work under its contract or delay *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, loss of use of the other contractor's work, loss of use of the Project, disruption of activities, costs of administration and supervision, third party claims, the incalculable inconvenience and loss suffered by the public, and an Owner's inability to recover its delay damages from the contractors whose work was delayed by Contractor.

Accordingly, the parties agree that \$500.00 for each calendar day of delay shall be the amount of damages which the Owner shall directly incur upon Contractor causing another contractor on the Project to fail to timely complete its work under its contract or causing delayed *completion* of the Project.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see General Conditions sections 3.7.4, 3.16 and 6.2.3.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor.

In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that they will accrue, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract Documents after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any provision in the Contract Documents regarding time of Completion, milestone deadlines, or liquidated damages.

ARTICLE IV. PAYMENT AND RETENTION, The Owner agrees to pay the Contractor in current funds three hundred sixty thousand Dollars (\$360,000) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

The above contract price includes a special allowance of \$25,000.00 to pay any additional amounts which the Owner may deem necessary.

Any payment from a special allowance or general contingency allowance ("Allowance") is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Contractor must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Contractor must sign an Allowance expenditure form, after which the Contractor may include a request for such payment in its next progress payment application. Contractor's inclusion of a request for such payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor of all rights to recover additional amounts, or to receive a time extension or other consideration, related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Contractor requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Contractor must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Contractor must request any additional compensation pursuant to the procedures in

the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

The Owner has made a finding that this Project is substantially complex and requires a retention amount greater than 5%. (Public Contract Code section 7201.)

ARTICLE V. CHANGES. Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

ARTICLE VI. TERMINATION. The Owner or Contractor may terminate the Contract as provided in the General Conditions.

ARTICLE VII. PREVAILING WAGES. The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of

all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner monthly.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. For all projects over Twenty-Five Thousand Dollars (\$25,000), a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

ARTICLE VIII. WORKING HOURS. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES. The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified

employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. DSA OVERSIGHT PROCESS. The Contractor must comply with the applicable requirements of the Division of State Architect (“DSA”) Construction Oversight Process (“DSA Oversight Process”), including but not limited to (a) notifying the Owner’s Inspector of Record/Project Inspector (“IOR”) upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR’s inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner’s Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project. Contractors physical construction work may not commence until *after* DSA approval.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor’s wrongful act or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Contractor’s expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

ARTICLE XI. INDEMNIFICATION AND INSURANCE. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$2,000,000.00 per accident for bodily injury and property damage combined single limit.

ARTICLE XII. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or

contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XIV. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XV. BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Santa Cruz, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE XVII. AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, which includes change orders signed by the parties and approved or ratified by the Governing Board.

ARTICLE XVIII. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

ARTICLE XIX. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

Bosco Construction
Services Inc. (CONTRACTOR)

SANTA CRUZ CITY SCHOOLS



Marcos Mora (Name)
VP (Chairman, Pres., or Vice-Pres.)

(Name)
(Title)



Jennifer Constantino (Name)
CFO (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

952978

CALIFORNIA CONTRACTOR'S
LICENSE NO.

10/31/24

LICENSE EXPIRATION DATE

1000031375

DIR NO.

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

GENERAL CONDITIONS
for
CONTRACT OF CONSTRUCTION

Bid Package: No. 2023-09

SANTA CRUZ CITY SCHOOLS

Transportation EV Charging
at Harbor High School
300 La Fonda Ave, Santa Cruz (the “Contract”),

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ARTICLE 1

GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The "Contract Documents" consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to bid, Instructions to Bidders, Notice to Bidders, the Bid Form, Payment Bond, Performance Bond, required insurance certificates, additional insured endorsement and declarations page, Designation of Subcontractors, Noncollusion Declaration, Roof Project Certification (where applicable), Sufficient Funds Declaration (Labor Code section 2810), the Fingerprinting Notice and Acknowledgment and Independent Contractor Student Contact Form, other documents referred to in the Agreement, and Modifications issued after execution of the Agreement. A Modification is a written amendment to the Contract signed by both parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Owner. The Contract Documents are complementary, and each obligation of the Contractor, Subcontractors, material or equipment suppliers in any one shall be binding as if specified in all.

1.1.2 THE CONTRACT

The Contract Documents form the Contract. The "Contract" represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the Owner and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the Owner and the Contractor. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Owner's governing board.

1.1.3 THE WORK

The "Work" shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents, including but not limited to punch list items and submission of documents. It shall include the initial obligation of any Contractor or Subcontractor, who performs any portion of the Work, to visit the Site of the proposed Work with Owner's representatives, a continuing obligation after the commencement of the Work to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings,

Specifications, and associated bid documents. The “Site” refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.

1.1.4 THE PROJECT

The “Project” is the total construction of the Work performed in accordance with the Contract Documents, but “Project” may also include construction by the Owner or by separate contractors of improvements related to, but not included in, the Work. The Project shall constitute a “work of improvement” under Civil Code section 8050 and Public Contract Code section 7107.

1.1.5 THE DRAWINGS

The “Drawings” are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

1.1.6 THE SPECIFICATIONS

The “Specifications” are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

1.1.7 THE PROJECT MANUAL

The “Project Manual” is the volume usually assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Agreement, Conditions of the Contract, and Specifications.

1.1.8 OR

“Or” shall include “and/or.”

1.1.9 COMPLETION

Statutory definitions of “Completion” and “Complete” shall apply for those statutory purposes. For all other purposes, including accrual of liquidated damages, Claims, and warranties, “Completion” and “Complete” mean the point in the Work where (1) Contractor has fully and correctly performed all Work in all parts and requirements, including corrective and punch list work, and (2) Owner’s representatives have conducted a final inspection that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance shall not constitute “Completion” or “Complete” under the Contract Documents, except to the extent that substantial completion is required for a milestone deadline.

1.1.10 COMPLETION OF THE PROJECT

For purposes of accrual of liquidated damages for delay to the Project, *completion* shall mean the point in the Project where (1) all contractors and Owner have fully and correctly performed all work of the entire Project in all parts and requirements, including corrective and punch list work, and (2) Owner's representatives have conducted a final inspection of the entire Project that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance shall not constitute *completion* or *complete*.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 CORRELATION AND INTENT

1.2.1.1 Documents Complementary and Inclusive. The Contract Documents are complementary and are intended to include all items required for the proper execution and Completion of the Work. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both.

1.2.1.2 Coverage of the Drawings and Specifications. The Drawings and Specifications generally describe the work to be performed by Contractor. Generally, the Specifications describe work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to Complete the Work), shall be provided by the Contractor whether or not the Work is expressly covered in the Drawings or the Specifications. It is intended that the Work be of sound, quality construction, and the Contractor shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by Contractor.

1.2.1.3 Conflicts. Without limiting Contractor's obligation to identify conflicts for resolution by the Owner, in the event of a conflict between provisions of the Contract Documents, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply; except that in the event of a conflict between a Division 01 specification and a Contract provision not within the Division 01 specifications, the provision not within Division 01 shall control.

1.2.1.4 Conformance With Laws. Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: CRW Industries, Inc. Change Order #1 for Harbor High School Multi-Purpose Room (MPR) Cold Storage Addition

MEETING DATE: October 11, 2023

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve CRW Industries, Inc. change order #1 for Harbor High School Multi-Purpose Room cold storage addition.

BACKGROUND:

This change order consists of labor and materials to increase footing depths and stem wall heights to accommodate the new concrete pad for cold storage units. The existing as-built documents did not match actual site conditions requiring additional engineering, excavation, and concrete work. This change order also includes an ADA-compliant ramp connecting new District sidewalks to City right-of-way. A ramp was required when staff discovered that a portion of the property at the Harbor High School entrance belongs to the City, shifting DSA requirements. The previously approved contract amount was \$1,348,964.00 and the new total contract, including this change order, will be \$1,407,051.58.

FISCAL IMPACT:

Change Order #1 \$58,087.58 (3.53% increase to the contract)

Cost Breakdown by Fund:

\$37,756.93 Measure A Funds (Restricted)

\$20,330.65 Elementary Redevelopment Agency Fund (Restricted)

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

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

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

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

Prepared by Trevor Miller, Director, Facility Services

AIA[®] Document G701[®] – 2017

Change Order

PROJECT: <i>(Name and address)</i> SCCS HHS MPR Cold Storage Addition Santa Cruz, CA	CONTRACT INFORMATION: Contract For: SCCS HHS MPR Cold Storage Addition Date: January 09, 2023	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: September 26, 2023
OWNER: <i>(Name and address)</i> Santa Cruz City Schools 133 Mission St. Suite #100 Santa Cruz, CA 95060	ARCHITECT: <i>(Name and address)</i> Peartree Belli Architects 235 Monterey St. Suite B Salinas, CA 93901	CONTRACTOR: <i>(Name and address)</i> CRW Industries, Inc. 5346 Scotts Valley Dr Ste E Scotts Valley, CA 95066

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.)

Please refer to attached documents.


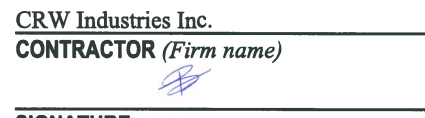
The original Contract Sum was	\$ 1,348,964.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,348,964.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 58,087.58
The new Contract Sum including this Change Order will be	\$ 1,407,051.58

The Contract Time will be increased by Three Hundred and Ninety days (390) days.

The new date of Substantial Completion will be August 01, 2024

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.

Peartree Belli Architects ARCHITECT <i>(Firm name)</i>	CRW Industries Inc. CONTRACTOR <i>(Firm name)</i>	Santa Cruz City Schools OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
David Noel Peartree, President	Bill Burr, President	Trevor Miller, Director of Facility Services
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
09/26/2023	09/26/2023	
DATE	DATE	DATE

Harbor High School Coldstorage

Job Number: 5319
 DSA #119832

DATE: 2/6/2023
 CONTRACTOR: **CRW Industries Inc**
 PCO #: 01

PCO - COST PROPOSAL - PRIME CONTRACTOR

DESCRIPTION OF CHANGE:

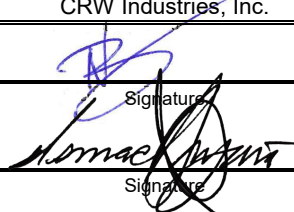

Transferring the existing underground fire service line to the new route. Per in field conversation with Chris Garcia 2/6/23. Work scheduled for Saturday when classrooms are unoccupied.

ITEM DESCRIPTION	MATERIAL (sales tax included)				LABOR (fully encumbered)			QUANTITY	UNIT COST	EXTENSION
	QUANTITY	UNIT	UNIT COST	EXTENSION	QUANTITY HOURS	RATE	EXTENSION			
Ace Portable Services				\$ 1,303.72		\$120.00	\$ -			\$ -
							\$ -			\$ -
SUBTOTALS:				\$1,303.72						\$ -

MATERIAL	
LABOR	
EQUIPMENT	\$1,303.72
SUBTOTAL DIRECT COSTS	\$1,303.72
FEE ON DIRECT COSTS (15%)	\$195.56
PRIME CONTRACTOR SUBTOTAL	\$1,499.28

Sub Contractor Costs from Attached Cost Proposal(s)

A&C Grading	\$1,920.00
5% FEE ON SUBCONTRACTOR DIRECT COSTS	\$96.00
SUBTOTAL	\$2,016.00
PCO SUBTOTAL	\$ 3,515.28
BOND (not to exceed 1% of sub total)	\$ 70.31
TOTAL	\$ 3,585.58

PREPARED & SUBMITTED BY: _____ COMPANY: <u>CRW Industries, Inc.</u>	Nolan Burr TITLE: <u>Vice President</u>
Contractor: _____ <div style="text-align: center; margin-left: 100px;">  Signature </div>	_____ Date
Architect: _____ <div style="text-align: center; margin-left: 100px;">  Signature </div>	_____ Date
Owner Representative: _____ <div style="text-align: center; margin-left: 100px;"> Signature </div>	_____ Date
Inspector On Record: _____ <div style="text-align: center; margin-left: 100px;"> Signature </div>	_____ Date

P R O P O S A L

A & C Grading Inc.
D.B.A. A & C Construction
190 Rainbow Lane
Watsonville, CA 95076
Phone (831) 763-2538
Fax (831) 763-2555
License No. 811282
D.I.R. No. 1000005942

Date: February 7, 2023

Proposal Submitted To: CRW Industries	Work To Be Performed At: Harbor High Cooler Pad
Name	Street
Street	City State
City State	
Phone	

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Provide overtime labor to re-route existing fire line

Exclusions: Permits, surveying, compaction testing, bonds, over excavation of unsuitable materials, off-haul of spoils generated by others, re-locating or adjusting of existing utilities, temporary fencing or restrooms, landscaping or irrigation .

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of \$ **1,920.00** .With payments to be made as follows: Upon Completion

Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by A & C Grading Inc. **Due to fluctuating material costs, price quotes are subject to change 15 days from date of proposal.**

Respectfully submitted,

A & C GRADING INC.

By _____

Steve Gonzales

Note: This Proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date: _____ Signature _____

ACE PORTABLE SERVICES
 103 VICTORIA LANE
 Aptos, CA 95003
 (831) 465-0406
 aceportables@yahoo.com



Estimate

Billing Address

CRW INDUSTRIES
 5346 Scotts Valley Dr
 Suite E
 Scotts Valley, CA 95066

Service Address

Harbor High School
 300 La Fonda Ave
 Santa Cruz, CA 95062

Estimate	Estimate Date	P.O.	Clerk	Estimate Expiration
I2099	Feb 09, 2023	WATER SHUT DOWN	MEGAN	Feb 09, 2023

#	Item	Qty	Description	Tax	Rate	Amount	Amount w/ Tax
1	STANDARD PORTABLE TOILET	4		\$3.70	\$10.00	\$40.00	\$43.70
2	CLEANING SERVICE FEE	4	All cleaning & maintenance services are OPTIONAL and California use tax will be added to all rental as applicable by law.	\$0.00	\$95.00	\$380.00	\$380.00
3	ADA UNIT	2	ADA HANDICAPPED PORTABLE TOILET	\$3.70	\$20.00	\$40.00	\$43.70
4	CLEANING SERVICE FEE	2	All cleaning & maintenance services are OPTIONAL and California use tax will be added to all rental as applicable by law.	\$0.00	\$205.00	\$410.00	\$410.00
5	DOUBLE SIDED HAND-WASH STATION	2		\$3.70	\$20.00	\$40.00	\$43.70
6	CLEANING SERVICE FEE	2	All cleaning & maintenance services are OPTIONAL and California use tax will be added to all rental as applicable by law.	\$0.00	\$105.00	\$210.00	\$210.00
7	DELIVERY	1	Delivery / Pick Up Fee is OPTIONAL and California use tax will be added to all rental as applicable by law	\$13.88	\$150.00	\$150.00	\$163.88
8	FUEL CHARGE	1		\$0.74	\$8.00	\$8.00	\$8.74
						Subtotal	\$1,278.00
						Tax	\$25.72
						Total	\$1,303.72

Harbor High School Coldstorage

Job Number: 5319
 DSA #119832

DATE: 3/15/2023
 CONTRACTOR: CRW Industries Inc
 PCO #: 04

PCO - COST PROPOSAL - PRIME CONTRACTOR

DESCRIPTION OF CHANGE:

Over excavate footings 36" - 24" Depth, 4' wide. Stabilization fabric installed at bottom of over ex. 3/4" CL II base compacted in lifts no greater than 8".

ITEM DESCRIPTION	MATERIAL (sales tax included)				LABOR (fully encumbered)					
	QUANTITY	UNIT	UNIT COST	EXTENSION	QUANTITY HOURS	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
							\$ -			\$ -
							\$ -			\$ -
SUBTOTALS:							\$ -			\$ -

MATERIAL
 LABOR
 EQUIPMENT

SUBTOTAL DIRECT COSTS

FEE ON DIRECT COSTS (15%) \$0.00
PRIME CONTRACTOR SUBTOTAL

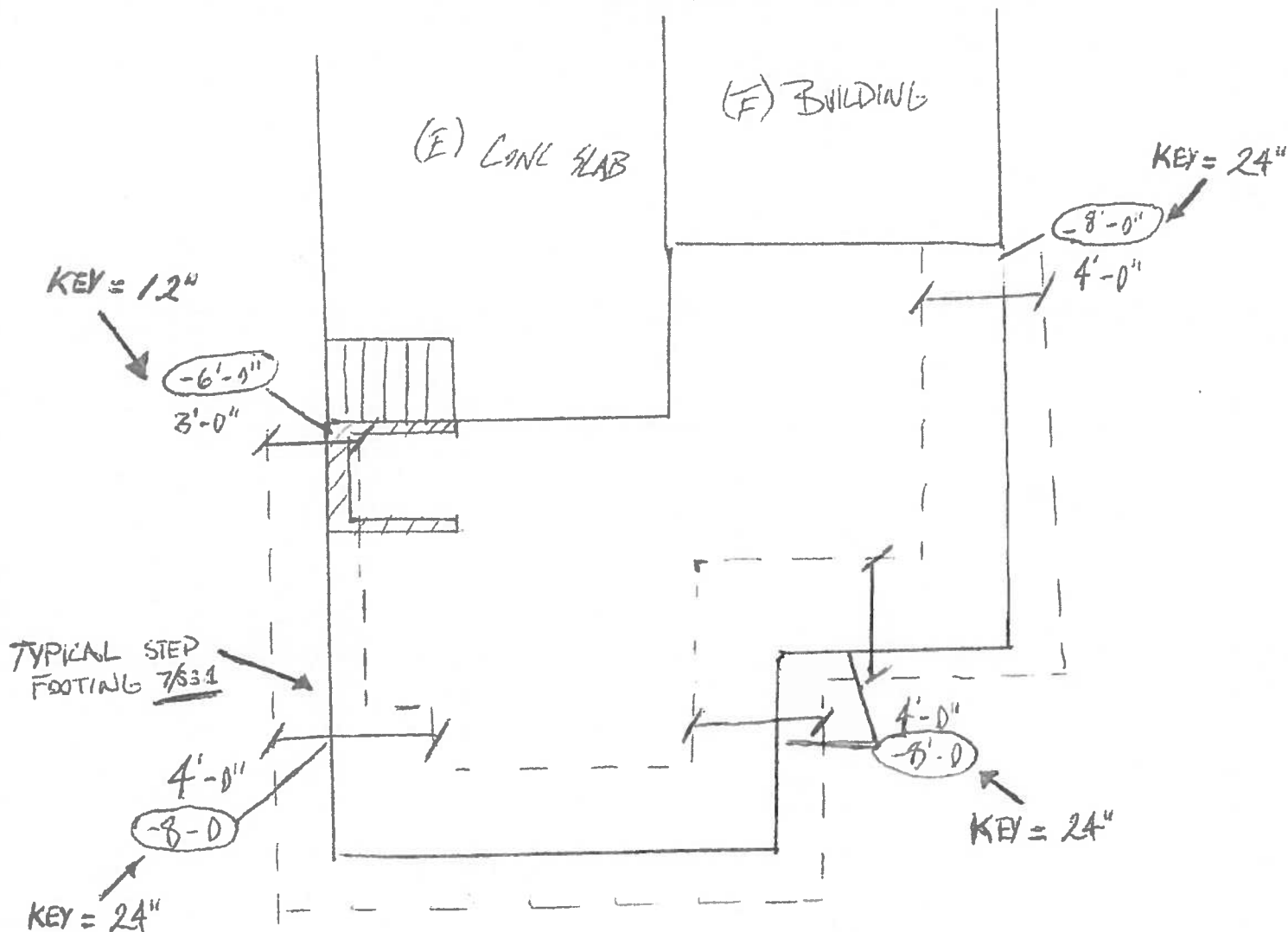
Sub Contractor Costs from Attached Cost Proposal(s)

A&C Grading	\$18,250.00
5% FEE ON SUBCONTRACTOR DIRECT COSTS	\$912.50
SUBTOTAL	\$19,162.50
PCO SUBTOTAL	\$ 19,162.50
BOND (not to exceed 1% of sub total)	\$ 383.25
TOTAL	\$ 19,545.75

PREPARED & SUBMITTED BY: _____ COMPANY: <u>CRW Industries, Inc.</u>	Nolan Burr TITLE: <u>Vice President</u>
Contractor: _____ Signature	<u>3/15/23</u> Date
Architect: _____ Signature	<u>03/16/23</u> Date
Owner Representative: <u>Christopher Garcia</u> Signature	<u>3/16/2023</u> Date
Inspector On Record: _____ Signature	_____ Date

PCO 4 / RFI 8

OVER EXCAVATE -8'-0" FOOTINGS 36"
OVER EXCAVATE -6'-0" FOOTINGS 24"
RECOMPACT IN 8" LIFTS WITH BASEROCK
DIG KEY 12" OR 24" DEPENDING ON DEPTH OF FOOTING



WHEN BOTTOM OF FOOTING = -8'-0"
WIDTH OF FOOTING = 4'-0"
DEPTH OF KEY = 24"

WHEN BOTTOM OF FOOTING = -6'-0"
WIDTH OF FOOTING = 3'-0"
DEPTH OF KEY = 12"

Harbor High School Coldstorage

Job Number: 5319
 DSA #119832

DATE: 5/9/2023
 CONTRACTOR: CRW Industries Inc
 PCO #: 05

PCO - COST PROPOSAL - PRIME CONTRACTOR

DESCRIPTION OF CHANGE:

Upsizing 24" to a 36" pull box and upsizing N-30 to an N-36 christy box per RFI 13.

ITEM DESCRIPTION	MATERIAL (sales tax included)				LABOR (fully encumbered)					
	QUANTITY	UNIT	UNIT COST	EXTENSION	QUANTITY HOURS	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
							\$ -			\$ -
							\$ -			\$ -
SUBTOTALS:										\$ -

MATERIAL \$0.00
 LABOR \$0.00
 EQUIPMENT \$0.00

SUBTOTAL DIRECT COSTS

FEE ON DIRECT COSTS (15%) \$0.00
PRIME CONTRACTOR SUBTOTAL

Sub Contractor Costs from Attached Cost Proposal(s)

PSR Electric **\$850.00**

5% FEE ON SUBCONTRACTOR DIRECT COSTS \$42.50


SUBTOTAL **\$892.50**

PCO SUBTOTAL **\$ 892.50**

BOND (not to exceed 2% of sub total) **\$ 17.85**

TOTAL **\$ 910.35**

PREPARED &
 SUBMITTED BY:
 COMPANY:



 CRW Industries, Inc.

Nolan Burr
 TITLE: _____
 Vice President

Contractor:



 Signature

5/9/23

 Date

Architect:



 Signature

5/11/23

 Date

Owner
 Representative:

 Signature

 Date

Inspector On
 Record:

 Signature

 Date

PSR Electric, Electrical Contractor
Certified General Journeyman Electricians
Bonded and Insured
License number: 880548
PUBLIC WORKS CONTRACTORS REGISTRATION
#1000010224
"PROMPT SERVICE THAT'S RELIABLE"
3011 OLD SAN JOSE RD, SOQUEL CA 95073
Phone: 831-345-3914 Fax: 831-479-9034
E-mail: psr9122@icloud.com

RFI



JOB: HARBOR HIGH COLD STORAGE

DATE: 05/9/2023

TO: CRW INDUSTRIES

ON E2.2 (ADDENDUM 1)|

1.- SHEET NOTE 2 INDICATES TO PROVIDE AND INSTALL 24" SQ X 12 DEEP NEMA 3R PULL CAN FOR FUTURE ATS. WE RECOMMEND UPSIZING THE PULL CAN TO 36" HIGH X 24" WIDE X 12" DEEP FOR EASY MANAGEMENT OF THE 500KCMIL FEEDERS (3 SETS/4 WIRES EACH SET) FUTURE ATS
EXTRA COST FOR UPSIZING PULL BOX \$750.00

2.- SHEET NOTE 3 INDICATES PROVIDE AND INSTALL N-30 CHRISTY PULL BOX FOR FUTURE GENERATOR. WE RECOMMEND UPSIZING THE BOX TO A N-36 SINCE CONDUIT IS 4" AND FUTURE FEEDERS 500KCMIL.
EXTRA COST FOR UPSIZING CHRISTY \$100.00

Harbor High School Coldstorage

Job Number: 5319
 DSA #119832

DATE: 5/9/2023

CONTRACTOR: **CRW Industries Inc**

PCO #: 06

PCO - COST PROPOSAL - PRIME CONTRACTOR

DESCRIPTION OF CHANGE:

Provide and Install 2 new 4" conduits per RFI 12.

ITEM DESCRIPTION	MATERIAL (sales tax included)				LABOR (fully encumbered)					
	QUANTITY	UNIT	UNIT COST	EXTENSION	QUANTITY HOURS	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
							\$ -			\$ -
							\$ -			\$ -
SUBTOTALS:										\$ -

MATERIAL	\$0.00
LABOR	\$0.00
EQUIPMENT	\$0.00

SUBTOTAL DIRECT COSTS

FEE ON DIRECT COSTS (15%) \$0.00

PRIME CONTRACTOR SUBTOTAL

Sub Contractor Costs from Attached Cost Proposal(s)

PSR Electric **\$8,056.00**

5% FEE ON SUBCONTRACTOR DIRECT COSTS \$402.80

SUBTOTAL **\$8,458.80**

PCO SUBTOTAL **\$ 8,458.80**

BOND (not to exceed 2% of sub total) **\$ 169.18**

TOTAL **\$ 8,627.98**

PREPARED &
 SUBMITTED BY:
 COMPANY:

 CRW Industries, Inc.

Nolan Burr
 TITLE: _____
 Vice President

Contractor: _____
 Signature

5/9/23
 Date

Architect: _____
 Signature

5/11/23
 Date

Owner Representative: _____
 Signature

 Date

Inspector On Record: _____
 Signature

 Date

PSR Electric, Electrical Contractor
Certified General Journeyman Electricians
Bonded and Insured
License number: 880548
PUBLIC WORKS CONTRACTORS REGISTRATION
#1000010224
"PROMPT SERVICE THAT'S RELIABLE"
3011 OLD SAN JOSE RD, SOQUEL CA 95073
Phone: 831-345-3914 Fax: 831-479-9034
E-mail: psr9122@icloud.com

JOB: HARBOR HIGH COLD STORAGE
DATE: 05/9/2023
TO: CRW INDUSTRIES

PROPOSAL



Residential • Commercial
ELECTRICAL CONTRACTOR
831-345-3914 • psrelectric.com

2 EXTRA 4" CONDUITS

PROVIDE AND INSTALL LABOR AND MATERIALS TO ADD 2-4" PVC CONDUITS FROM EXISTING VAULT TO THE NEW PULL SECTION ADDED TO EXISTING MSB. INCLUDES:
ALL 4" PVC CONDUIT, COUPLIGS, ELBOWS, FITTINGS
CORE DILL 2 EXTRA HOLES FOR 4" CONDUIT TO THE EXISTING VAULT, 2 EXTRA CHASES 4" BETWEEN NEW PULL SECTION AND EXISTING MSB

LABOR	\$4,160.00
MATERIALS	\$3,896.00

TOTAL PROPOSAL COST \$8,056.00

Harbor High School Coldstorage

DATE: 9/18/2023

Job Number: 5319
DSA #119832

CONTRACTOR: **CRW Industries Inc**

PCO #: 08

PCO - COST PROPOSAL - PRIME CONTRACTOR

DESCRIPTION OF CHANGE:

Per RFI 6 and 9. Upgrading wall rebar to #6 - 6" on center. Added a total of 66 bars. Footings and walls extended, added concrete.

ITEM DESCRIPTION	MATERIAL (sales tax included)				LABOR (fully encumbered)					
	QUANTITY	UNIT	UNIT COST	EXTENSION	QUANTITY HOURS	RATE	EXTENSION	QUANTITY	UNIT COST	EXTENSION
#6 Bar 6" OC	66		\$28.00	\$1,848	72	\$120	\$8,640			
Concrete	5 yds		\$3,400	\$3,400.00		\$120				
						\$120.00	\$ -			\$ -
						\$120.00	\$ -			\$ -
SUBTOTALS:				\$5,248.00			\$8,640.00			\$ -

MATERIAL	\$5,248.00
LABOR	\$8,640.00
	\$0.00

SUBTOTAL DIRECT COSTS \$13,888.00

FEE ON DIRECT COSTS (15%) \$2,083.00

PRIME CONTRACTOR SUBTOTAL \$15,971.20

Sub Contractor Costs from Attached Cost Proposal(s)

5% FEE ON SUBCONTRACTOR DIRECT COSTS

SUBTOTAL

PCO SUBTOTAL \$ 15,971.20

BOND (not to exceed 2% of sub total) \$ 319.42

TOTAL \$ 16,290.62

PREPARED & SUBMITTED BY: _____ Nolan Burr
COMPANY: CRW Industries, Inc. TITLE: Vice President

Contractor: _____ Signature: _____ Date: 9/18/23

Architect: _____ Signature: _____ Date: 9/19/23

Owner Representative: _____ Signature: _____ Date: _____

Inspector On Record: _____ Signature: _____ Date: _____



Santa Cruz City Schools
 536 Palm street
 Santa Cruz, California 95060
 P: +18314293905

Project: 22-004 Harbor High Cold Storage
 300 La Fonda
 Santa Cruz, California 95062
 P: 831-239-2586

RFI #9: Bar size confirmation

Status Open

To Joseph Napdo (Peartree-Belli Architecture) **From** Nolan Burr (CRW Industries (General Contractor))

Date Initiated Apr 6, 2023 **Due Date** Apr 11, 2023

Location **Project Stage**

Cost Impact TBD **Schedule Impact**

Spec Section **Cost Code**

Drawing Number S3.1 Detail 6 **Reference**

Linked Drawings

Received From Nolan Burr (CRW Industries (General Contractor))

Copies To Bill Burr (CRW Industries (General Contractor)), Nolan Burr (CRW Industries (General Contractor)), Daniel Dockendorf (Kleinfelder Inc), Jill Haley (CRW Industries (General Contractor)), Ismael Magana (Peartree-Belli Architecture), Paul Mooney (Premier Inspection Services), Joseph Napdo (Peartree-Belli Architecture), Alberto Rosas (Peartree-Belli Architecture), Stephanie Sanchez (Kleinfelder Inc), Fernando Silva (Kleinfelder Inc)

Activity

Question **Question from Nolan Burr CRW Industries (General Contractor) on Thursday, Apr 6, 2023 at 03:48 PM PDT**
 Please see attached marked up plans regarding the vertical bar size.

Attachments
[1680820652710.093018_templimage.jpeg](#)

Official Response **Response from Joseph Napdo Peartree-Belli Architecture on Friday, Apr 7, 2023 at 11:38 AM PDT**
 Please see attached response

Attachments
[RFI 009 Bar Size Confirmation - RESPONSE.pdf](#)

All Replies **Response from Joseph Napdo Peartree-Belli Architecture on Friday, Apr 7, 2023 at 11:38 AM PDT**
 Please see attached response

Attachments
[RFI 009 Bar Size Confirmation - RESPONSE.pdf](#)



Santa Cruz City Schools
 536 Palm street
 Santa Cruz, California 95060
 P: +18314293905

Project: 22-004 Harbor High Cold Storage
 300 La Fonda
 Santa Cruz , California 95062
 P: 831-239-2586

RFI #6: Existing Footing Tie-In

Status	Open		
To	Joseph Napdo (Peartree-Belli Architecture)	From	Nolan Burr (CRW Industries (General Contractor))
Date Initiated	Feb 16, 2023	Due Date	Feb 24, 2023
Location		Project Stage	
Cost Impact	TBD	Schedule Impact	TBD
Spec Section		Cost Code	
Drawing Number		Reference	
Linked Drawings			
Received From	Nolan Burr (CRW Industries (General Contractor))		
Copies To	Bill Burr (CRW Industries (General Contractor)), Nolan Burr (CRW Industries (General Contractor)), Daniel Dockendorf (Kleinfelder Inc), Jill Haley (CRW Industries (General Contractor)), Ismael Magana (Peartree-Belli Architecture), Paul Mooney (Premier Inspection Services), Joseph Napdo (Peartree-Belli Architecture), Alberto Rosas (Peartree-Belli Architecture), Stephanie Sanchez (Kleinfelder Inc), Fernando Silva (Kleinfelder Inc)		

Activity

Question

Question from Nolan Burr CRW Industries (General Contractor) on Thursday, Feb 16, 2023 at 04:51 PM PST

Please see attached photos marked up of the condition on site.

As discussed in the field 2/16/23 with team, (S2.1) calls out the first depth of the North East footing at (-4' - 0"). This elevation pulled from finish floor lands us above existing grade. In discussion with the team it was brought up in past projects it is required to tie into the existing footing.

proposed solution written up on 2nd photo (S2.1); Tie into the existing footing at (-6' - 0") and keep that elevation along the pink highlighted section. Once returning down hill use the typical step detail from (-6' - 0") to (-8' - 0").

Please advise on how to move forward.

Attachments

HHS Coldstorage - RFI 6 Existing Footing Tie-In.pdf

Official Response

Response from Joseph Napdo Peartree-Belli Architecture on Wednesday, Feb 22, 2023 at 05:00 PM PST

Nolan's clarification on 4:28pm at 02/22/23 is confirmed.

All Replies

Response from Joseph Napdo Peartree-Belli Architecture on Wednesday, Feb 22, 2023 at 05:00 PM PST

Nolan's clarification on 4:28pm at 02/22/23 is confirmed.

Response from Nolan Burr CRW Industries (General Contractor) on Wednesday, Feb 22, 2023 at 04:28 PM PST

To clarify; the existing footing is 8'-0" B.O. footing. Per phone call with Ismael at 7:26am 2/22/23, CRW was directed to proceed with bottom of footing at 8'-0".

Response from Joseph Napdo Peartree-Belli Architecture on Tuesday, Feb 21, 2023 at 09:34 AM PST
Please find the attached response.

Attachments
HHS-Coldstorage—RFI-6-Exisitng-Footing-Tie-In - RESPONSE.pdf



Santa Cruz City Schools
 536 Palm street
 Santa Cruz, California 95060
 P: (831) 429-3905

Project: 22-004 Harbor High Cold Storage
 300 La Fonda
 Santa Cruz , California 95062
 P. 831-239-2586

RFI #6: Existing Footing Tie-In

Status	Open		
To	Joseph Napdo (Peartree-Belli Architecture)	From	Nolan Burr (CRW Industries (General Contractor))
Date Initiated	Feb 16, 2023	Due Date	Feb 24, 2023
Location		Project Stage	
Cost Impact	TBD	Schedule Impact	TBD
Spec Section		Cost Code	
Drawing Number		Reference	
Linked Drawings			
Received From	Nolan Burr (CRW Industries (General Contractor))		
Copies To	Bill Burr (CRW Industries (General Contractor)), Nolan Burr (CRW Industries (General Contractor)), Daniel Dockendorf (Kleinfelder Inc), Jill Haley (CRW Industries (General Contractor)), Ismael Magana (Peartree-Belli Architecture), Paul Mooney (Premier Inspection Services), Joseph Napdo (Peartree-Belli Architecture), Alberto Rosas (Peartree-Belli Architecture), Stephanie Sanchez (Kleinfelder Inc), Fernando Silva (Kleinfelder Inc)		

Activity

Question

Question from Nolan Burr CRW Industries (General Contractor) on Thursday, Feb 16, 2023 at 04:51 PM PST
 Please see attached photos marked up of the condition on site.

As discussed in the field 2/16/23 with team, (S2.1) calls out the first depth of the North East footing at (-4' - 0"). This elevation pulled from finish floor lands us above existing grade. In discussion with the team it was brought up in past projects it is required to tie into the existing footing.

proposed solution written up on 2nd photo (S2.1); Tie into the existing footing at (-6' - 0") and keep that elevation along the pink highlighted section. Once returning down hill use the typical step detail from (-6' - 0") to (-8' - 0").

Please advise on how to move forward.

Attachments
 HHS Coldstorage - RFI 6 Existing Footing Tie-In.pdf

Awaiting an Official Response

Tie into the existing footing at (-6'-0") and keep that elevation along the pink highlighted section. Provide #4x 3' dowels @ 12" o.c. to (E) concrete wall & footing set in epoxy; embed 4".

Noradeli Villanueva
 Donald Urfer & Associates
 02/21/2023

-4' FROM FINISH FLOOR
LANDS ABOVE EXISTING
GRADE.

PAST PROJECTS IT IS
REQUIRED TO TIE INTO
EXISTING FOOTING.

FINISH SLAB (F.F.)

B.O. (N)
FOOTING
PER (S2.1)

CALL OUT -4'-0"

-4'-0"

B.O. (E)
FOOTING



384/425

Harbor High School Coldstorage

Job Number: 5319
 DSA #119832

DATE: 9/18/2023
 CONTRACTOR: CRW Industries Inc
 PCO #: 09

PCO - COST PROPOSAL - PRIME CONTRACTOR

DESCRIPTION OF CHANGE:

Per RFI's 26 and 27. Extra concrete and form prep. New powder-coated handrails.

ITEM DESCRIPTION	MATERIAL (sales tax included)				LABOR (fully encumbered)			QUANTITY	UNIT COST	EXTENSION
	QUANTITY	UNIT	UNIT COST	EXTENSION	QUANTITY HOURS	RATE	EXTENSION			
HANDRAILS	2	\$1,000		\$2,000	8	\$120	\$960			
Form Prep	12	\$38.43		\$461.16	8	\$120	\$960			
Concrete	5yds	\$3,400		\$3,400			\$ -			\$ -
							\$ -			\$ -
SUBTOTALS:				\$5,861.16			\$1,920.00			\$ -

MATERIAL \$5,861.16
 LABOR \$1,920.00
 EQUIPMENT \$0.00

SUBTOTAL DIRECT COSTS \$7,781.16

FEE ON DIRECT COSTS (15%) \$1,167.17

PRIME CONTRACTOR SUBTOTAL \$8,948.33

Sub Contractor Costs from Attached Cost Proposal(s)

5% FEE ON SUBCONTRACTOR DIRECT COSTS

SUBTOTAL

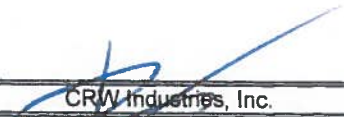
PCO SUBTOTAL \$ 8,948.33

BOND (not to exceed 2% of sub total) \$ 178.97

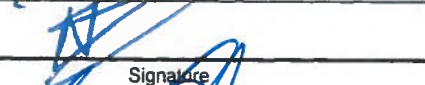
TOTAL \$ 9,127.30

PREPARED &
 SUBMITTED BY:

COMPANY:


 CRW Industries, Inc. Nolan Burr
 TITLE: Vice President

Contractor:

 9/18/23
 Signature Date

Architect:

 9/19/23
 Signature Date

Owner
 Representative:

 Signature Date

Inspector On
 Record:

 Signature Date



Santa Cruz City Schools
 536 Palm street
 Santa Cruz, California 95060
 P: +18314293905

Project: 22-004 Harbor High Cold Storage
 300 La Fonda
 Santa Cruz, California 95062
 P: 831-239-2586

RFI #26: Top of curb @ bike storage

Status Open

To Ismael Magana (Peartree-Belli Architecture) **From** Nolan Burr (CRW Industries (General Contractor))

Date Initiated Jul 5, 2023 **Due Date** Jul 10, 2023

Location **Project Stage**

Cost Impact **Schedule Impact**

Spec Section **Cost Code**

Drawing Number **Reference**

Linked Drawings

Received From Nolan Burr (CRW Industries (General Contractor))

Copies To Bill Burr (CRW Industries (General Contractor)), Nolan Burr (CRW Industries (General Contractor)), Daniel Dockendorf (Kleinfelder Inc), Jill Haley (CRW Industries (General Contractor)), Ismael Magana (Peartree-Belli Architecture), Paul Mooney (Premier Inspection Services), Joseph Napdo (Peartree-Belli Architecture), Alberto Rosas (Peartree-Belli Architecture), Stephanie Sanchez (Kleinfelder Inc), Fernando Silva (Kleinfelder Inc)

Activity

Question **Question from Nolan Burr CRW Industries (General Contractor) on Wednesday, Jul 5, 2023 at 10:59 AM PDT**
 Since the sidewalk was lowered about 9", the existing asphalt at the bike storage is about 18" from top of sidewalk. Is the intention to have the curb 6" above top of asphalt? If so, the 12" max shown on the detail will need to be adjusted.

Attachments
[1688579390841.841064_templImage.jpeg](#), [1688579243057.335938_templImage.jpeg](#)

Official Response

Response from Ismael Magana Peartree-Belli Architecture on Wednesday, Jul 5, 2023 at 04:19 PM PDT
 Yes, the retaining curb should be raised to meet the intended relationship with the existing grade above.

Joel F. Ricca, RCE 53588
 Principal Engineer
Bowman & Williams Civil Engineers and Land Surveyors
 3949 Research Park Court, Suite 100, Soquel, CA 95073
 (831)566-4616 mobile
 (831)426-3560 Ext. 114
Joel@bowmanandwilliams.com
Joel.f.ricca@gmail.com
www.bowmanandwilliams.com

All Replies

Response from Ismael Magana Peartree-Bell Architecture on Wednesday, Jul 5, 2023 at 04:19 PM PDT

Yes, the retaining curb should be raised to meet the intended relationship with the existing grade above.

Joel F. Ricca, RCE 53588

Principal Engineer

Bowman & Williams Civil Engineers and Land Surveyors

3949 Research Park Court, Suite 100, Soquel, CA 95073

(831)566-4616 mobile

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Santa Cruz City Schools
 536 Palm street
 Santa Cruz, California 95060
 P: +18314293905

Project: 22-004 Harbor High Cold Storage
 300 La Fonda
 Santa Cruz , California 95062
 P: 831-239-2586

RFI #27: Proposed Ramp Detail

Status Open

To Ismael Magana (Peartree-Belli Architecture) **From** Nolan Burr (CRW Industries (General Contractor))

Date Initiated Jul 11, 2023 **Due Date** Jul 14, 2023

Location **Project Stage**

Cost Impact **Schedule Impact**

Spec Section **Cost Code**

Drawing Number **Reference**

Linked Drawings

Received From Nolan Burr (CRW Industries (General Contractor))

Copies To Bill Burr (CRW Industries (General Contractor)), Nolan Burr (CRW Industries (General Contractor)), Daniel Dockendorf (Kleinfelder Inc), Jill Haley (CRW Industries (General Contractor)), Ismael Magana (Peartree-Belli Architecture), Paul Mooney (Premier Inspection Services), Joseph Napdo (Peartree-Belli Architecture), Alberto Rosas (Peartree-Belli Architecture), Stephanie Sanchez (Kleinfelder Inc), Fernando Silva (Kleinfelder Inc)

Activity

Question

Question from Nolan Burr CRW Industries (General Contractor) on Tuesday, Jul 11, 2023 at 01:49 PM PDT
 Per field discussion with Joel Ricca, Trevor Miller and Chris Garcia. Please provide design for landing and ramp at redwood tree. Confirm to proceed with retaining curb to top of asphalt with tapered edge.

Awaiting an Official Response

All Replies

Response from Ismael Magana Peartree-Belli Architecture on Tuesday, Jul 18, 2023 at 08:01 AM PDT
 Please see attached for DSA Approved CCD 003 noting the ramp solution drawings.

Attachments
 CCD_003_V1.pdf



140

APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval. This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

1. SUBMITTAL TYPE: (Is this a resubmittal? Yes No)

Deferred Submittal <input type="checkbox"/>	Addendum Number:	Revision Number:	CCD Number: 03	Category A <input checked="" type="checkbox"/> or B <input type="checkbox"/>
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2. PROJECT INFORMATION:

School District/Owner: Santa Cruz City Schools	DSA File Number: 44 H2
Project Name/School: Harbor High School	DSA Application Number 01 119832

3. APPLICANT INFORMATION:

Date Submitted: 07/13/23	Attached Pages? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> Number of pages? 2
Firm Name: Belli Architectural Group	Contact Name: David Noel Peartree
Work Email: david@peartreebelli.com	Work Phone: (831) 424-4620
Firm Address: 235 Monterey St. Suite B	City: Salinas State: CA Zip Code: 93901

4. REASON FOR SUBMITTAL: (Check applicable boxes)

For revision or addendum prior to construction. For a project currently under construction.

For a project that has a form DSA 301-N: Notification of Requirement for Certification, DSA 301-P: Posted Notification of Requirement for Certification or a 90-Day Letter issued.

To obtain DSA approval of an existing uncertified building or buildings.

For Category B CCD this is: a voluntary submittal, a DSA required submittal (attach DSA notice requiring submission).

5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:

Name of the Design Professional in General Responsible Charge: David Noel Peartree

Professional License Number: C-30852 Discipline: Architect

Design Professional in General Responsible Charge Statement: The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature:

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:

For addenda, revisions, or CCDs: CHECK THIS BOX to confirm that all post-approval documents have been stamped and signed by the Responsible Design Professional listed on form DSA 1: Application for Approval of Plans and Specifications for this project. (For Deferred Submittals, refer to IR A-18: Use of Construction Documents Prepared by Other Professionals, and IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents, when applicable, for signature and seal requirements.)

Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed):
Added accessible ramp to the DSA approved path of travel.

List of DSA-approved drawings affected by this post-approval document:
Please see updated C1 sheet and A1.1

DSA USE ONLY		Returned	DSA STAMP
SSS <u>PO</u> Date <u>7/18/2023</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required	Comments: _____	Date:	
FLS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input checked="" type="checkbox"/> Not Required	Comments: _____	By:	
ACS _____ Date _____ <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Not Required	Comments: _____		

GENERAL NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD AND SHOULD REPORT IN WRITING TO ARCHITECT, CIVIL AND ALL OTHERS THAT DEVIATE FROM DRAWING.
2. (N) ON-SITE UTILITY MARKS, SUCH AS ELECTRICAL DRAWINGS, VERIFY PRIOR TO REMOVAL, PATCH AND REPAIR ALL SURFACES TO MATCH EXISTING.
3. PATH OF TRAVEL AS INDICATED IS A BARRIER FREE ACCESS ROUTE WITHOUT ANY ABRASEMENT LEVEL CHANGES EXCEEDING 1/4" IN ANY DIRECTION. SURFACE IS TO BE FIRM, AND SLIP RESISTANT. CURBS SHALL NOT BE UNLESS OTHERWISE INDICATED. DISTANCE OF TRAVEL IS LESS THAN 120' (30.5M). MAINTAINED FREE OF OVERHANGING CONSTRUCTIONS TO IMPEDEMENT AND PROTRUDING. CONTRACTOR SHALL VERIFY THAT THERE ARE NO OBSTACLES IN THE ROUTE OF TRAVEL.
4. ACCESSIBLE ROUTE OF TRAVEL AS INDICATED ON PLAN IS A BARRIER-FREE ACCESS ROUTE WITHOUT ANY ABRASEMENT LEVEL CHANGES EXCEEDING 1/4" IN ANY DIRECTION. SURFACE IS TO BE FIRM, AND SLIP RESISTANT. CURBS SHALL NOT BE UNLESS OTHERWISE INDICATED. DISTANCE OF TRAVEL IS LESS THAN 120' (30.5M). MAINTAINED FREE OF OVERHANGING CONSTRUCTIONS TO IMPEDEMENT AND PROTRUDING. CONTRACTOR SHALL VERIFY THAT THERE ARE NO OBSTACLES IN THE ROUTE OF TRAVEL.
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PATH OF TRAVEL

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PARKING CALCULATIONS REQUIREMENTS

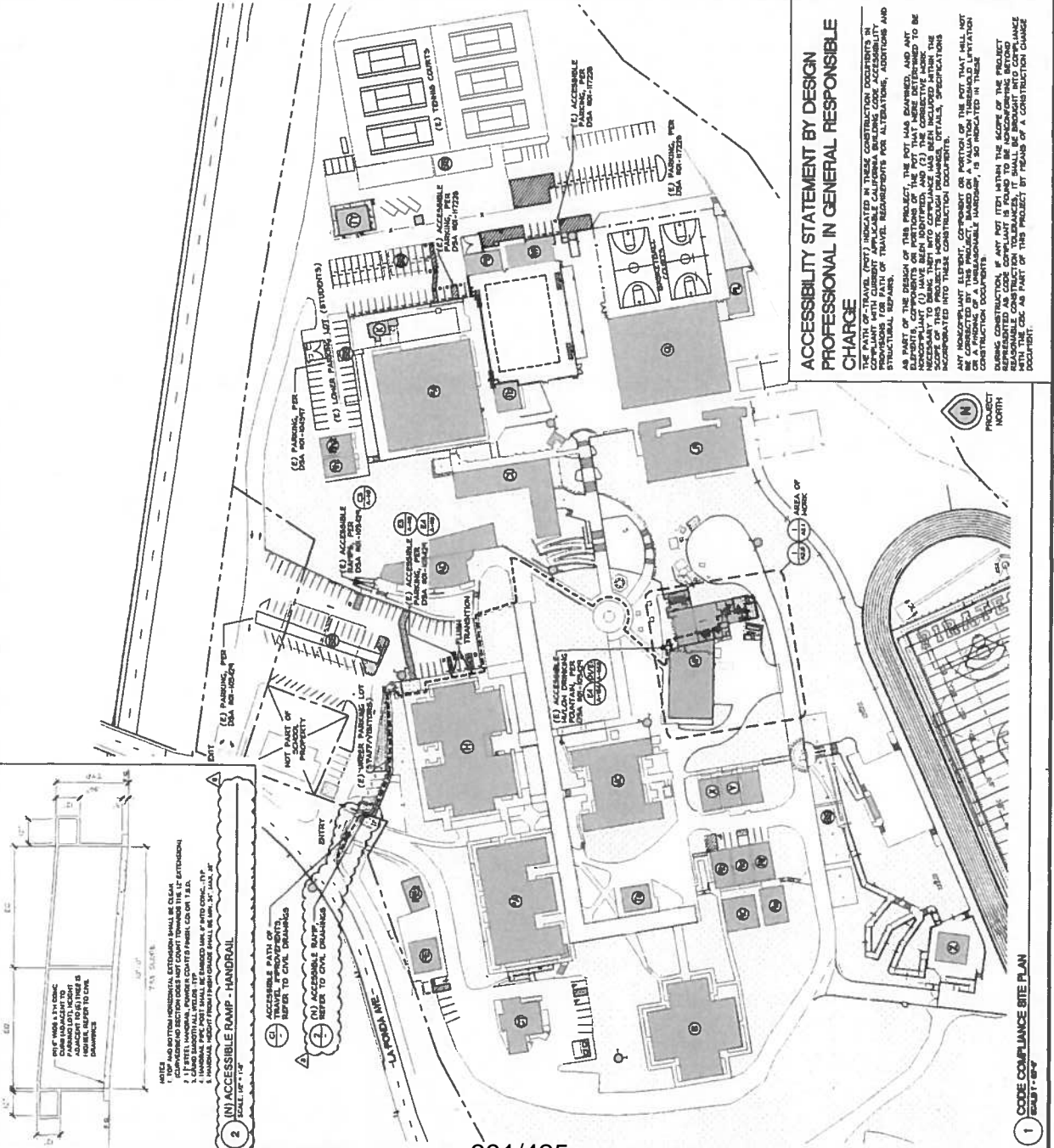
- (1) LOWER PARKING LOT (STUDENTS)
- (2) LOWER PARKING LOT (STUDENTS)
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- (20) LOWER PARKING LOT (STUDENTS)

LEGEND

- PROPERTY LINE
- (E) FIRE HYDRANT
- (E) TURF AREA
- (E) CONC. OR AC PAVED AREA TO REMAIN - TYP
- (E) BUILDING
- (E) STORAGE UNIT

EXISTING BUILDINGS

NO.	DESCRIPTION	AREA
1	ADMINISTRATION	6,000
2	CLASSROOMS	10,000
3	MULTI-PURPOSE/ATTENTION	2,000
4	CLASSROOMS	2,000
5	PRACTICAL ARTS CLASSROOMS	2,000
6	SCIENCE CLASSROOMS	2,000
7	LIBRARY	2,000
8	LOCKER ROOMS	2,000
9	GYMNASIUM	2,000
10	POOL LOCKER RECEPTION/TOILETS	4,000
11	POOL LOCKER BUILDING	6,000
12	THEATRE, LOTS, & CLASSROOMS	6,000
13	TOILETS	6,000
14	TOILETS	6,000
15	WOODSHOP	6,000
16	RELOCATABLE CLASSROOM	6,000
17	RELOCATABLE CLASSROOM	6,000
18	RELOCATABLE CLASSROOM	6,000
19	RELOCATABLE CLASSROOM	6,000
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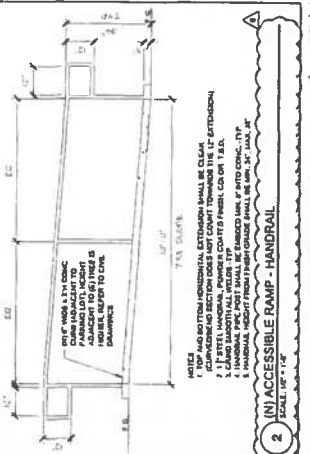
ACCESSIBILITY STATEMENT BY DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

THE PATH OF TRAVEL (PT) INDICATED IN THESE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS AND STRUCTURAL REPAIRS.

AS PART OF THE DESIGN OF THIS PROJECT, THE PT HAS DETERMINED, AND ANY NON-COMPLIANT (N) HAVE BEEN IDENTIFIED AND (E) THE CORRECTIVE MARKS OF THIS PROJECT'S ARCHITECTURAL RECORDS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS.

ANY NON-COMPLIANT ELEMENT, CORRECTED OR PORTION OF THE PT THAT WILL NOT BE CORRECTED, IS INDICATED BY THE PT. THE PT IS NOT TO BE CONSIDERED AS A BASIS FOR A UNREASONABLE WORKSHOP, IS SO INDICATED IN THESE CONSTRUCTION DOCUMENTS.

THE DESIGN PROFESSIONAL HAS REVIEWED THE PT AND IS NOT RESPONSIBLE FOR ANY UNREASONABLE CONSTRUCTION TOLERANCES, IT SHALL BE BROUGHT INTO COMPLIANCE WITH THE ADA AS PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT.



CODE COMPLIANCE SITE PLAN

DATE: 11-17-2025

BEHL ARCHITECTURAL GROUP 831 424 4833
255 MONTEVERDE STREET, SUITE B, SALYER, CA 95071
SALYER, CA 95071

300 LA FORNIA AVENUE, SANTA CRUZ, CA 95062
HARBOR HIGH SCHOOL
FPM BUILDING COOL STORAGE ADDITION FOR
CODE COMPLIANCE SITE PLAN

DATE: 11-17-2025
DRAWN BY: J. B. SMITH
CHECKED BY: J. B. SMITH
SCALE: AS NOTED

PROJECT NO: 2025
SHEET NO: A11

TIME AND MATERIALS LOG

PCO # 09

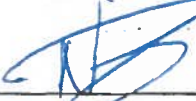
Date: _____

Job Name: HHS COLDSTORAGE Job Address: 300 LA FONDA

Activity	Employee	Hours
<u>EXTRA FORM PREP</u>	<u>TONY MEDINA</u>	<u>4</u>
<u>EXTRA FORM PREP</u>	<u>LUKE MARTIN</u>	<u>4</u>

Materials Used	
Item	Quantity
<u>2x12 160 FOOTERS</u>	<u>12</u>

Project Completed Today? Yes X No _____

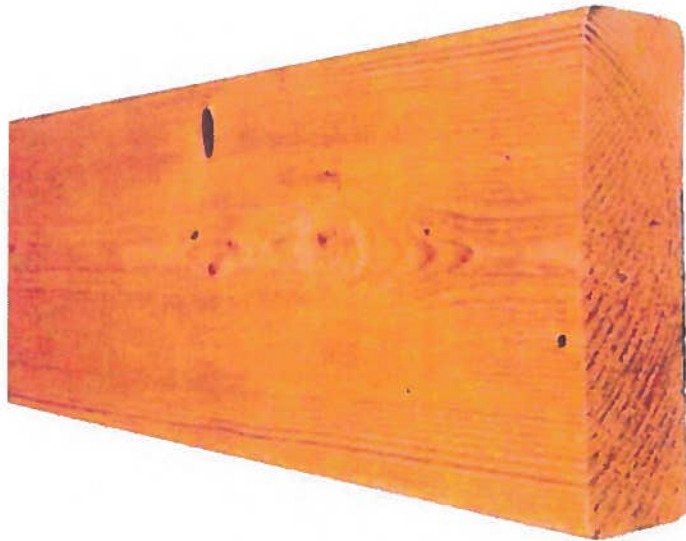
CRW Foreman Signature: 

Print Name: NOLAN BURR

Construction Manager Company: _____	
CM Signature: _____	Inspector: _____
CM Print Name: _____	Inspector Print: _____

2 x 12 in. x 16 ft. #2 and Better Prime Doug Fir Lumber

★ (114) Questions & Answers (12)



BULK PRICE AVAILABLE
\$38.49 /piece
by 32 or more \$34.59 /piece

Save up to \$100 on your qualifying purchase
Apply for a Home Depot Consumer Card

- Meets highest grading standards for strength and appearance
- Easy to cut, fasten and paint, perfect for many building projects
- Ideal for framing, houses, sheds, and other structures
- [View More Details](#)

San Rafael Store

✓ 29 in stock Aisle 22, Bay 002

Nominal Product Length (ft.): 16 ft

10 ft 12 ft **16 ft**

Pickup at San Rafael Delivering to 94901

Pickup
Today
29 in stock
FREE

Delivery

Tomorrow
57 available

Get it as soon as tomorrow. Schedule your delivery in checkout.

Share Print

- 1 +

Add to Cart

— or —

Buy now with **PayPal**

Harbor High School Coldstorage

Job Number: 5319
 DSA #119832

DATE: 9/19/2023

CONTRACTOR: **CRW Industries Inc**

PCO #: 10

PCO - COST PROPOSAL - PRIME CONTRACTOR

DESCRIPTION OF CHANGE:

ADDED 390 DAYS TO THE CONTRACT DUE TO POWER PACKAGE DELAY AND PER RFI'S 6,7,8,9,15,22,23,24,25,26,27

ITEM DESCRIPTION	MATERIAL (sales tax included)				LABOR (fully encumbered)			QUANTITY	UNIT COST	EXTENSION
	QUANTITY	UNIT	UNIT COST	EXTENSION	QUANTITY HOURS	RATE	EXTENSION			
							\$ -			\$ -
							\$ -			\$ -
SUBTOTALS:							\$ -			\$ -

MATERIAL
 LABOR
 EQUIPMENT

SUBTOTAL DIRECT COSTS

FEE ON DIRECT COSTS (15%)

PRIME CONTRACTOR SUBTOTAL

\$0.00

Sub Contractor Costs from Attached Cost Proposal(s)

5% FEE ON SUBCONTRACTOR DIRECT COSTS

SUBTOTAL

PCO SUBTOTAL

BOND (not to exceed 2% of sub total)

TOTAL

\$ -

PREPARED &
 SUBMITTED BY:
 COMPANY:



 CRW Industries, Inc.

Nolan Burr

TITLE:

Vice President

Contractor:

9/19/23
 Date

Architect:



 Signature

9/25/23
 Date

Owner
 Representative:

Signature

Date

Inspector On
 Record:

Signature

Date

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Hart Floor Company Change Order #1 for Harbor High School Gym Floor Refinishing

MEETING DATE: October 11, 2023

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve Hart Floor Company change order #1 for Harbor High School gym floor refinishing.

BACKGROUND:

This change order consists of the removal and replacement of existing base board in the Harbor High school gyms. The baseboard was damaged and worn from decades of use. This was inadvertently left out of the original contract. The previously approved contract amount was \$77,181.00 and the new total contract, including this change order, will be \$82,661.00.

FISCAL IMPACT:

Change Order #1 \$5,480.00 (7.10% 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



Steve Hart

119 Beth Drive
Felton, California 95018

Phone (530) 624-6920

E-Mail stevehart801@gmail.com

Web hartflooring.net

License: 624366

Proposal

SCCS: Harbor High School
536 Palm Ave Santa Cruz, Ca. 95060

Date:	August 25, 2023
Regarding:	Harbor High Gym: Baseboard

--Specifications and Procedures--

- Original base to be torn out as it is damaged and painted.
- New Johnsonite Black Vent Cove Base is installed, app. 460 lineal feet, in both Harbor High main and small gyms.

--Final Bid Price: \$5480.00

(includes all tax, labor, and materials)

Thank you!

Steve Hart

Owner/Operator

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: ID Distributors Quote Districtwide Electronic Key Cards

MEETING DATE: October 11, 2023

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve ID Distributors quote for Districtwide electronic key cards.

BACKGROUND:

This proposal consists of one-thousand electronic key cards. These cards are in addition to the initial order of cards.

DATA STORAGE ARRAY	\$47,458.33 (approved & budgeted)
TELECOMMUNICATION SERVICES EQUIPMENT	\$834,239.83 (approved & budgeted)
NETWORK COORDINATION CONSULTING	\$35,520.00 (approved & budgeted)
KEYCARD CREATION	\$13,246.00 (approved & budgeted)
ROUTER INSTALLATION	\$150,925.55 (approved & budgeted)
MAGICARD PRINTER & PROXY CARDS	\$3,394.55 (approved & budgeted)
DISTRICT WIDE DOOR HARDWARE	\$2,006,429.00 (approved & budgeted)
DISTRICT ROUTERS	\$31,709.46 (approved & budgeted)
KEY CARD SYSTEM SET UP	\$53,280.00 (approved & budgeted)
FACILITIES DOOR HARDWARE	\$13,698.68 (approved & budgeted)
KEY CARDS	\$4,140.58 (approved & budgeted)
ADDITIONAL KEY CARDS	\$4,140.58 (this agenda item)
Estimated Total	\$3,198,182.56

FISCAL IMPACT:

\$4,140.58 Total

Cost Breakdown by fund:

\$2,774.19 Measure A (Restricted)

\$1,366.39 Measure B (Restricted)

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

AGENDA ITEM: 8.5.6

- 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

QUOTE

Santa Cruz City Schools

Date
13 Sep 2023

Quote Number
QU-20230913SCCS

Reference
Magicard/UltraCard

ID Distributors
1100 Bellevue Way NE
Suite 8A - #895
Bellevue, WA 98004

Prepared for Tricia Hayes

Santa Cruz City Schools
536 Palm Street
Santa Cruz, CA 95060
(831) 429-3904
trevormiller@sccs.net

Description	Quantity	Unit Price	Tax	Amount USD
1386XXXXX ISOProx II 35 Bit Prox 125kHz ISO PVC	10.00	379.00	Tax on Sales	3,790.00
Free UPS shipping	1.00	0.00		0.00
			Subtotal	3,790.00
			TOTAL TAX	0.00
			TOTAL USD	3,790.00

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Peartree+Belli Architects Inc. Amendment Agreement for Harbor High School Softball Field Improvements

MEETING DATE: October 11, 2023

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve Peartree+Belli Architects Inc. amendment agreement for Harbor High School softball field improvements.

BACKGROUND:

This amendment agreement consists of schematic design, design documents, DSA approval, construction bidding, and construction management process of the Harbor High School softball field improvements.

The Board previously approved a master agreement with Belli Architectural Group, Inc. on 12/14/16. This agreement amendment is for architectural services to include verification of existing conditions, schematic design/research, DSA package development and submittal, bid package preparation and administration. This is an estimate based on the current construction costs. Additional contracts will come forward later this year for the fields at Santa Cruz High School and Soquel High School.

FISCAL IMPACT:

\$176,500.00 Measure A Funds (Restricted), representing 0.59% of the overall site budget
\$29,760,487.53 is the total Bond Allocation to Harbor 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

AGENDA ITEM: 8.5.7

Belli Project #23056

**FORM OF AMENDMENT TO ADD PROJECT TO AGREEMENT
(Fixed Fee)**

Pursuant to the agreement between the Santa Cruz City Schools (“District”) and Peartree+Belli Architects, Inc. (“Architect”) effective January 17, 2017 (“Agreement”) for the Measure A construction program, the District and Architect agree to amend the Agreement to add architectural services for design and construction administration of the following Harbor High School project (“Project”):

Softball Field Improvements

Schematic Design (SD)(\$35,000)

- Assist District in coordinating the engagement of District-provided services.
- Attend site visit to evaluate and document existing conditions to establish general programmatic, budgetary and scheduling aspects of the Project.
- Orchestrate and conduct meetings to with District representatives to present, review and discuss various field improvement options.
- Based on the above, proceed with development of an SD package by way of the following:
 - Overall site plan
 - Enlarged site plans
 - Press box replacement or improvement options
 - Preliminary grading and drainage plan
 - Preliminary electrical power plan
- Coordinate and conduct an SD-level presentation to District and/or stakeholders to present design and timelines.
- Based on this presentation, make any final adjustment to the SD package and secure District approval for completion of phase.

Construction Documents (CD)(\$70,000)

- Refine CAD backgrounds and distribute to design team.
- Develop CD package, targeting one Division of the State (DSA) application for all contemplated work.
 - Architectural Package
 - CalGreen documentation, as required.
 - Overall site plan for code and DSA certification compliance
 - Demolition site plan
 - Site details (including access compliance)
 - Enlarged site and/or floorplans for dugouts, backstops, and batting cages
 - Press box improvement or new construction floor plans and elevations
 - Civil Package

- Topographical survey (carried by District)
- Grading and drainage plan and details
- Utility plan for wet utilities
- Erosion control plan
- Construction details
- Electrical Package
 - Load calculations. single line
 - Electrical distribution
 - Exterior lighting control
 - Power and egress lighting plans (does not include sports lighting)
 - Electrical demolition plans
 - Provisions for data systems
 - Title 24 compliance for outdoor use
 - CalGreen compliance, as required
 - Electrical specifications
- Structural Package
 - Footing design, detailing and calculations for press box and scoreboard foundations.
- Internal coordination among design team disciplines.
- Present CD package to District for any final adjustments.
- Secure approval for CD phase.

DSA Permit Processing (PP) (\$17,500)

- Identify and complete all DSA application forms.
- Determine DSA fees and communicate fees to District.
- Print and collate sets.
- Submit to DSA Oakland for full plan review.
- Collect and address DSA plan check comments from ACS, FLS and SSS sections.
- Prepare responses and attend back check appointment at DSA Oakland office.
- Process application until DSA approval is secured.

Bidding Assistance (BD) (\$17,500)

- Provide client with electronic and/or hard copy of DSA-approved package for bid publication.
- Attend one pre-bid job walk.
- Respond to bid RFI's and issue bid addenda.
- Assist with bid evaluation as required.

Construction Administration (CA) (\$35,000)

- Assist District in preparation and execution of DSA construction start-up documentation.
- Attend pre-construction conference.
- Respond to requests for information (RFI).
- Review submittals and shop drawings.

- Assist in reviewing/evaluating contract proposals or bids and substitutions proposed by contractors.
- Attend construction site meetings as required during the construction period.
- Review GC progress payments.
- Review and process change order documentation, as required.
- DSA Closeout/Certification for items AOR carries responsibility for.

Assumptions

- District shall provide all applicable District Standards for modernization elements within the scope of this project.
- Based on initial review of the project, it is assumed that this project does not require any other agency approvals except DSA and Local Fire Authority approval.
- Agency fees by District.
- Boundary survey, topographic survey and/or geotechnical investigation, as required, by District.
- Fire hydrant flow testing fees, if required, by District.
- Building fire sprinkler design/approval is not required.

The terms of the Agreement are incorporated into, and govern, this amendment except as may be provided otherwise by this amendment. In the event of a conflict between the Agreement and this amendment, the terms of this amendment shall control.

For the Projects, Architect shall perform the Basic and Additional Services specified in the Agreement and this amendment. Design-Bid-Build construction contracts are being used as the delivery method for the Project.

For the Basic Services satisfactorily performed under this amendment to the Agreement, the total compensation paid to the Architect for the Project shall be \$175,000.00.

Initial Payment	None
Payment Upon Completion of:	
Schematic Design	20%
Contract Documents Phase	40%
DSA Back Check	10%
Bidding Phase	10%
Construction Phase	20%
TOTAL BASIC COMPENSATION	100%

Upon any adjustment (increase or decrease) to the Project Construction Cost as contemplated by section 1.9 of the Agreement, including but not limited to any adjustment made at such time as bids are received, the Architect’s total compensation for Basic Services for the Project shall also be increased or decreased, including retroactively for Basic Services already performed and payments already made. Such adjustments may be effected by the District by either (a) adjusting any future payment due under the payment schedule immediately above, or (b) issuing a revision notice

to Architect that either tenders any additional payment owed or demands reimbursement from the Architect of any overpayment to date.


Architect's total reimbursement for Reimbursable Expenses shall not exceed \$1,500, which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project prior to completion of Project Development Studies Phase. Expense shall be subject to adjustment after completion of aforementioned phase.

Architect shall provide a minimum of four (2) full-time employees for the Project before construction commences, and two (2) full-time employees after construction commences, to perform its duties and responsibilities under this Agreement.

For the period of this Project, the Architect shall have errors and omissions insurance on an occurrence basis, with limits of at least One Million Dollars (\$1,000,000) and with a deductible in an amount not to exceed the sum of Thirty Thousand Dollars (\$30,000).

ARCHITECT:

Peartree+Belli Architects, Inc.

By:  **David Peartree**
David N. Peartree, President

Digitally signed by David Peartree
DN: C=US, E=david@belliag.com,
O=Belli Architectural Group, OU=Belli
Architectural Group, CN=David
Peartree
Date: 2023.08.29 08:38:56-07'00'

DISTRICT:

SANTA CRUZ CITY SCHOOLS

By: _____
Assistant Superintendent, Business
Services

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: PG&E Contract for Branciforte Small Schools

MEETING DATE: October 11, 2023

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve PG&E contract for Branciforte Small Schools.

BACKGROUND:

This contract will provide the PG&E portion of upgrading of the electrical service that is necessary to support upcoming modernization and campus infrastructure, including the new elevator.

FISCAL IMPACT:

\$52,605.15 Measure B Funds (Restricted), representing 0.57% of the overall site budget
\$9,205,040.97 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



Customer Payment Coupon

September 13, 2023

SANTA CRUZ CITY SCHOOL DISTRICT
133 MISSION ST STE 100
SANTA CRUZ, CA 95062

References	
Notification #	124754930
Contract #	50089015 V1
E16-PM #	35431601
Customer #	3691307

Customer Payment Summary

840 N BRANCIFORTE AVE, SANTA CRUZ

Please pay the Total Due based upon the payment option(s) you selected on page two of the enclosed Gas and Electric Extension Agreement.

Payment Options	Subtotal	Total Due
10-Year Refundable Advance Option Gas and Electric	\$100,721.35	\$98,221.35
Non-Refundable 50 percent Discount Option for Gas and Electric	\$52,605.15	\$50,105.15
10-Year Refundable Advance Option for Gas and Non-Refundable 50 percent Discount Option for Electric	\$52,605.15	\$50,105.15
Non-Refundable 50 percent Discount Option for Gas and 10-Year Refundable Advance Option for Electric	\$100,721.35	\$98,221.35

The Total Due for each payment option above includes:

Advance Credit	(\$2,500.00)
-----------------------	--------------

Important Payment Information

To complete your contract ONLINE

- Follow the instructions provided with your electronic contract
- Submit payment at <https://www.pge.com/contractpayments>

To complete your contract BY MAIL

- Please make check payable to: **PG&E** or **Pacific Gas and Electric**
- Complete, sign and return the enclosed agreement(s), the SACAC form and the customer payment coupon with your payment
- Remit payment and SACAC form to:**
PG&E CFM/PPC Department
PO BOX 997340
Sacramento, CA 95899-7340

IMPORTANT MESSAGE

Please review the enclosed information and total due. This document needs to be returned with the enclosed agreements.

If you complete your contract ONLINE, a copy will be saved to your Customer Connections Online (CCO) account at pge.com/cco.

To learn more about PG&E's gas and electric safety initiatives and resources please visit pge.com/safety.

Have Questions?
Please Call 1-800-422-0436



124754930

406/425



Gas and Electric Extension Agreement*

September 13, 2023

SANTA CRUZ CITY SCHOOL DISTRICT
133 MISSION ST STE 100
SANTA CRUZ, CA, 95062

Re: 840 N BRANCIFORTE AVE, SANTA CRUZ

Dear Jimmy Moreal

We are writing to let you know Pacific Gas and Electric Company (PG&E) will extend its facilities to provide the requested gas and electric service to the project address listed above. PG&E's costs have been developed based on the choices and information provided in your application and may change if you make changes. This letter, including PG&E's tariffs, which are incorporated by reference below, will serve as our contract. As required by the California Public Utilities Commission (CPUC), special facilities will be handled in a separate contract. Per Decision 22-09-026, Residential Customers submitting an application for new gas service on or after July 1, 2023, do not qualify for Allowances, Refunds or Discount Option. Applicants who submit a new application for gas Distribution Main Extension(s) on or after July 1, 2023, must pay PG&E its total estimated installed cost upon contract execution, in advance of PG&E commencing its work. Upon completion of the work and determination of actual costs, PG&E will provide Applicant with a final invoice or refund to account for a true-up to actual costs. An Applicant's failure to pay a final invoice in a timely manner is a violation of PG&E's Gas Rules 15/16 and may result in discontinuance of service. Non-Residential Customers submitting an application for new gas service on or after July 1, 2023, may qualify for Allowances, Refunds or Discount Option if approved by the CPUC. Please complete the following four steps to execute this contract.

For Internal Use	
Notification #	124754930
Contract #	50089015 V1
E-PM #	35431601
G-PM #	
E-Prior MLX/PM#	
G-Prior MLX/PM#	
Customer #	3691307

1 Review the following work responsibilities and cost information.

Work To Be Done By	GAS MAIN		GAS SERVICE		ELECTRIC DISTRIBUTION			ELECTRIC SERVICE		
	Trench	Pipe	Trench	Pipe	Trench	Substr.	Facilities	Trench	Substr.	Facilities
PG&E										X
Customer								X	X	

	GAS	ELECTRIC
Total non-refundable project costs	\$0.00	\$4,488.95
Refundable extension costs	\$0.00	\$98,362.57
Allowances (credit)	-	\$2,130.17
Net refundable amount	\$0.00	\$96,232.39
10 YEAR REFUNDABLE OPTION		
Net refundable amount	\$0.00	\$96,232.39
Credit for value of design and/or facilities provided by applicant	-	\$0.00
Total non-refundable project costs	\$0.00	\$4,488.95
Total (if you select this option)	\$0.00	\$100,721.35
NON-REFUNDABLE 50% DISCOUNT OPTION		
Net refundable amount	\$0.00	\$96,232.39
Discount: 50% of Net refundable amount	-	\$48,116.19
Credit for value of design and/or facilities provided by applicant	-	\$0.00
Total non-refundable project costs	\$0.00	\$4,488.95
Total (if you select this option)	\$0.00	\$52,605.15
Potential refund per residential lot/unit	\$0.00	\$0.00
Potential reimbursement per service completion		
Pressurized or energized system	\$0.00	\$0.00
Not pressurized or energized system	\$0.00	\$0.00
Reimbursement for other work performed	\$0.00	\$0.00

All amounts include the Income Tax Component of Contribution (ITCC) PG&E is required to charge customers, where applicable.

DEFINITIONS AND EXPLANATION OF TERMS

(For more detail see rules 15 and 16):

Total non-refundable project costs include costs for work such as electric trench and excavation, conduits, inspections, streetlights, conversion from overhead to underground and contract processing.

Refundable extension costs include costs for facilities such as electric conductor, transformers and poles; gas pipe, gas share of distribution trench and regulators; and meters.

Allowances are a credit against refundable extension costs. They are based upon the number of residential units expected to be connected within the first six months and the expected annual non-residential net (distribution) revenue from your project.

Allowances granted under either option are subject to **deficiency billing** if the number of residential units connected or the annual non-residential net revenue falls below the forecast used to calculate the allowances.

Net refundable amount is the portion of overall costs eligible for refund to you based upon additional residential meters being set or upon increases in non-residential annual net (distribution) revenue. A cost-of-ownership charge is assessed against the Net refundable amount (except for individual residential applicants) per Rule 15.

Potential refund per residential lot/unit is for those lots/units for which you did not already receive an allowance (i.e., units not expected to be connected in the first six months). Any refunds may be decreased or eliminated by cost-of-ownership charges assessed under the provisions of Rule 15.

Potential reimbursement per service completion is the amount to which a customer may be entitled for performing certain service connection work PG&E would otherwise perform when installing service extensions and are not to be confused with refunds.

Reimbursement for other work performed is the amount to which a customer may be entitled for performing certain work (other than service completions) that normally is PG&E's responsibility.

* Automated document, Preliminary Statement, Part A



124754930



Gas and Electric Extension Agreement*

2 Select one of the following payment options.

- 10-Year Refundable Option for Gas and Electric
- Non-Refundable 50 Percent Discount Option for Gas and Electric
- 10-Year Refundable Option for Gas and Non-Refundable 50 Percent Discount Option for Electric
- Non-Refundable 50 Percent Discount Option for Gas and 10-Year Refundable Option for Electric

Gas	Electric	Advance	Total Due
\$0.00 +	\$100,721.35 -	SEE PMT CPN =	\$100,721.35
\$0.00 +	\$52,605.15 -	SEE PMT CPN =	\$52,605.15
\$0.00 +	\$52,605.15 -	SEE PMT CPN =	\$52,605.15
\$0.00 +	\$100,721.35 -	SEE PMT CPN =	\$100,721.35

3 Review these important terms and conditions.

This Gas and Electric Extension Agreement is controlled by, and incorporates by reference, PG&E's tariffs, including Gas and Electric rules 2, 15, and 16; the Distribution and Service Extension Agreement-Provisions (Form 62-0982) and the General Terms & Conditions for Gas and Electric Extension & Service Construction by Applicant (Form 79-716), all as approved and authorized by the CPUC. This agreement at all times shall be subject to such modifications as the CPUC may direct from time to time in the exercise of its jurisdiction.

You can view PG&E's tariffs online at pge.com/tariffs or contact the PG&E representative listed below. Additional details underlying the amounts shown in this agreement, as well as the calculation of allowances, refunds or deficiency bills can also be provided by your local PG&E representative.

4 After completing steps 1, 2 and 3 and having checked one, but only one, of the four payment options above, please complete and return the following items to PG&E.

- Sign and return this contract as indicated below.
- Submit the Payment Coupon with Total Due based on your option selected.
- Sign and return the enclosed Statement of Applicant's Contract Anticipated Costs (SACAC) [Form 79-1003] (explanation in box to the right).

Please provide your payment and required forms within 90 days from September 13, 2023. PG&E is not bound by the costs set forth above if payment and the signed forms are not received by PG&E within 90 days.

If you have any questions, please contact Lori Rusca at 831-324-3028 or by email at LJRE@PGE.COM.

ADDITIONAL INFORMATION

What is the SACAC form

Under PG&E's rules 15 and 16 you have a choice: you can perform the work yourself, hire a qualified contractor to perform the work or hire PG&E to do the work. We are required by the CPUC to provide you with PG&E's costs.

This form identifies our cost for the refundable service that is PG&E's responsibility to install. PG&E's costs were developed based on your choices within the application and may change if you change that choice.

How do I fill out the SACAC?

If you want to do this work yourself or have a qualified contractor do this work, please enter your estimated costs in the section of the SACAC form entitled "Applicant Costs" or check the box in the section entitled "Applicant's Election Not To Provide Costs," sign and return to PG&E. PG&E will send you a revised agreement by return mail only if you choose to provide your estimated costs.

If you want PG&E to do this work, please check the section "Applicant's Election Not to Provide Costs," sign and return the SACAC form along with a check for the Total Due based on the option you selected above.

You must return the completed SACAC form to PG&E regardless of who you choose to do the work.

Please follow payment instructions found on your Payment Coupon.

Pacific Gas and Electric Company

This contract has been reviewed and approved by:

Stephanie Slater
Service Planning Supervisor

Customer

Agreed and accepted by:

SANTA CRUZ CITY SCHOOL DISTRICT, A GOVERNMENT AGENCY

Authorized Signatory Jimmy Moreal

Title Asst Superintendent

Signature _____

Date _____



124754930

* Automated document, Preliminary Statement, Part A



STATEMENT OF APPLICANT'S CONTRACT ANTICIPATED COSTS.*

September 13, 2023

Project Name: Branciforte Small Electrical Service

Project Location: 840 N BRANCIFORTE AVE, SANTA CRUZ

Notification Number: 124754930

PM Number(s): (Gas) (Electric) 35431601

APPLICANT COSTS

The following statement must only include the contracted anticipated installed costs of facilities installed by the Applicant that are refundable and that are PG&E's responsibility under its tariffs.

The costs provided by the Applicant must be taken from the Applicant's contract with its contractor. If the Applicant will be performing the work itself, the Applicant must also complete and sign this form.

The Applicant's statement of costs will be compared with PG&E's estimated installed costs of the same facilities, the lower of which will be used to determine the amount subject to allowances and refunds in accordance with the provisions of PG&E's Gas and Electric Rules 15 and 16.

If the Applicant chooses not to provide its costs, it must complete the last section of this form. Until the Applicant either provides the refundable cost from its contract with its contractor (or its own cost, if applicable), or returns this form indicating that it will not do so, PG&E will not proceed with any work on the Applicant's project.

GAS

ELECTRIC

Residential Service Facilities:

Residential Service Facilities:

Applicant: \$ PG&E: \$0.00 Number of gas service: 0 Stubs:0

Applicant's statement of costs include: overhead or underground service conductors, poles, service transformers, connection fittings, service pipe, valves, service connections, and other PG&E-owned service equipment, as detailed in Gas and Electric Rule 16. Applicant's statement of costs DOES NOT include: inspection fees, nonresidential service costs, regulators, or PG&E-owned metering equipment.



124754930

GAS

**Gas Distribution Facilities
and Non-Residential Service Services:**

Applicant: \$ _____
PG&E: \$0.00

ELECTRIC

**Electric Distribution Facilities
and Non-Residential Service Services:**

Applicant: \$ _____
PG&E: \$45,133.15

GAS DISTRIBUTION TRENCH

Applicant: \$ _____
PG&E: \$0.00

Applicant's statement of costs include: cables, switches, transformers, distribution main, valves, regulators, nonresidential service costs, and other distribution facilities required to complete the distribution line extension, as detailed in Gas and Electric Rule 15 as PG&E's responsibility.

Applicant's statement of costs DOES NOT include: inspection fees, tie-in of system by PG&E, distribution substructures, electric trench, conduits, feeder conduits, or protective structures, as detailed in Gas and Electric Rule 15.

I declare under penalty of perjury that the foregoing is true and correct.

APPLICANT'S ELECTION NOT TO PROVIDE COSTS: (if this option selected, box must be checked)

I choose not to provide to the utility my refundable costs for this project as taken from my contract with my contractor, or as performed by myself, and acknowledge that PG&E will use its estimate of the refundable costs for this project in the contract between it and me.

Executed on _____ at _____
(Date) (City)

By: Jimmy Moreal

Print Applicant Name: **SANTA CRUZ CITY SCHOOL DISTRICT, A GOVERNMENT AGENCY**

Signed: _____

Title: Asst Superintendent



124754930



Pacific Gas and Electric Company
Detailed Cost Sheet - Electric Distribution
and Service Extension Costs

September 13, 2023

References	
Notification #	124754930
Contract #	50089015 V1
E16-PM #	35431601
Customer #	3691307

Applicant: **Jimmy Moreal**

Project Location/Name **840 N BRANCIFORTE AVE, SANTA CRUZ**

Cost Breakdown

Total number of residential lots/units for this project: 0
 Total number of non-residential lots/units for this project: 1
 Total number of combined meters: 1

Cost of Services:

Engineering & Administrative Costs				<u>\$0.00</u>
Including Applicant Design Value of				<u>\$0.00</u>
Service Tie-In Cost (Energized) by PG&E	(+)			<u>\$0.00</u>
Service Tie-in Cost by Applicant	(+)			<u>\$0.00</u>
Electric Metering	(+)			<u>\$0.00</u>
Others (N/A)	(+)			<u>\$0.00</u>
Inspection Fees	(+)			<u>\$0.00</u>
Service Cost - PG&E installed		# Services	<u>0</u>	(+) <u>\$0.00</u>
Service Cost - Applicant installed		# Services	<u>0</u>	(+) <u>\$0.00</u>
Total Estimated Cost of Service Subject to Allowance	(=)			<u>\$0.00</u>
Including Net Joint Pole Credit Value of				<u>\$0.00</u>

Cost of Service Within Allowance:

less Total Residential Service Allowance (not to exceed Total Estimated Cost of Service Subject to Allowance)					
	\$0.00	X	0	=	(-) <u>\$0.00</u>
Excess Service Cost				(=)	<u>\$0.00</u>
Estimated Service Cost Within Allowance (Total less Excess)				(=)	<u>\$0.00</u>
Average Cost per Lot or Unit Within Allowance					
	\$0.00	/	0	=	<u>\$0.00</u>

Excess Service Allowance Applied to Distribution Line Extension Refundable

Amount per Lot or Unit:

<u>\$0.00</u>	-	<u>\$0.00</u>	=	<u>\$0.00</u> **
Allowance		Ave. Cost / Unit		

Allowances

Residential:

$$\begin{array}{rclcl} \$0.00 & \times & 0 & = & \$0.00 \\ \text{Allowance} & & \text{Lots / Units} & & \end{array}$$

plus ITCC @ 24% Residential Allowances (+) \$0.00

SUB TOTAL Residential Allowances (=) \$0.00

$$\begin{array}{rclcl} \$253.56 & / & 0.1476 & = & \$1,717.88 \\ \text{Net Annual Revenue} & & \text{Cost-of-Service-Factor} & & \end{array}$$

plus ITCC @ 24% Non-Residential Allowances (+) \$412.29

SUB TOTAL Non-Residential Allowances (=) \$2,130.17

less Residential Service Allowance:

$$\begin{array}{rclcl} (0 & \times & \$0.00 &) + 24\% & = & \$0.00 \\ \text{Lots/Units} & & \text{Ave. Cost / Unit} & \text{ITCC} & & \end{array}$$

Total Distribution Line Extension Allowance (=) \$2,130.17

Amount Subject to Refund

Engineering & Administrative Costs \$19,079.75

Including Applicant Design Value of \$0.00

Tie-In of Distribution by PG&E (+) \$11,035.28

Electric Metering (Non-Residential Projects) (+) \$4,076.48

Other Taxable charges (N/A) (+) \$0.00

PG&E installed - Cost of Distribution Line and Non-Res Svcs. (+) \$45,133.15

Applicant installed - Cost of Distribution Line and Non-Res Svcs. (+) \$0.00

Value of Distribution Substructures (+) \$0.00

Inspection Fees (+) \$0.00

SUB TOTAL (=) \$79,324.66

Including Net Joint Pole Credit Value of \$0.00

plus ITCC @ 24% (+) \$19,037.91

Total Refundable Amount (+) \$98,362.58

Less Total Allowances (not to exceed Total Refundable Amount) (-) \$2,130.18

Balance: Net Refundable Amount \$96,232.39

10 Year Refundable Advance Option

Balance: Net Refundable Amount \$96,232.39

Less Credit for Value of Applicant Design Work \$0.00

Less Cost of Dist. Line Ext. and Non-Res Svcs. installed by Applicant \$0.00

Less Distribution Substructures by Applicant \$0.00

Net 10 Year Refundable Advance Option Amount \$96,232.40

Non-Refundable Discount Option

Balance: Net Refundable Amount \$96,232.39

less Discount \$96,232.39 \times 0.50 = (-) \$48,116.19
Balance Discount Rate

Less Credit for Value of Applicant Design Work \$0.00

Less Cost of Dist. Line Ext. and Non-Res Svcs. installed by Applicant \$0.00

Less Distribution Substructures by Applicant \$0.00

Net Non-Refundable Discount Option Amount \$48,116.19

Non-Refundable Payments

Rule 16 Non-Refundable Payments

Excess Service Costs		<u>\$0.00</u>	
Service Costs Beyond Preferred Service Location	(+)	<u>\$0.00</u>	
Service Riser	(+)	<u>\$1,275.85</u>	
Value of Rule 16 Land Rights Costs	(+)	<u>\$0.00</u>	
Value of Service Trench, Conduits & Substructures in the Franchise Area or on 3rd Party Property	(+)	<u>\$4,868.74</u>	
Inspection Fees	(+)	<u>\$1,301.13</u>	
Rule 16 Trench Permits Obtained by PG&E	(+)	<u>\$0.00</u>	
Other Taxable Charges: N/A	(+)	<u>\$0.00</u>	
Cost of Additional Rule 16 Applicant Design Plan Checks	(+)	<u>\$0.00</u>	
SUB TOTAL	(=)	<u>\$7,445.72</u>	
Plus ITCC @ 24%	(+)	<u>\$1,786.97</u>	
Other Non-taxable Charges:	(+)	<u>\$0.00</u>	
Residential Per Meter Charge = 0 unit(s)	(+)	<u>\$0.00</u>	
Non-Residential Per Meter Charge 1 unit(s)	(+)	<u>\$125.00</u>	
Inspection Fees (not subject to ITCC)	(+)	<u>\$0.00</u>	
Plus Service Trench, Conduits, & Substructures installed by PG&E on Private Property	(+)	<u>\$0.00</u>	
SUB TOTAL	(=)	<u>\$9,357.69</u>	
Less Excess Service Facilities Installed by Applicant	(-)	<u>\$0.00</u>	
Less Service Costs Beyond Preferred Location by Applicant	(-)	<u>\$0.00</u>	
Less Service Trench in the Franchise Area or on & 3rd Party Property installed by Applicant	(-)	<u>\$4,868.74</u>	
Less Rule 16 Applicant Design Work Associated with Excess	(-)	<u>\$0.00</u>	
Total Rule 16 Non-Refundable Amount	(=)		<u>\$4,488.95</u>

Rule 15 Non-Refundable Payments

Inspection Fees		<u>\$0.00</u>	
Re-estimating/Composite Preparation	(+)	<u>\$0.00</u>	
Cost of Additional Applicant Design Plan Checks	(+)	<u>\$0.00</u>	
Value of Distribution Conduits	(+)	<u>\$0.00</u>	
Distribution Risers Installed by PG&E	(+)	<u>\$0.00</u>	
Value of Distribution Trench	(+)	<u>\$0.00</u>	
PG&E Land Rights Costs	(+)	<u>\$0.00</u>	
Rule 15 Trench Permits Obtained by PG&E	(+)	<u>\$0.00</u>	
Other	(+)	<u>\$0.00</u>	
SUB TOTAL	(=)	<u>\$0.00</u>	
Plus ITCC @ 24%	(+)	<u>\$0.00</u>	
Other Non-taxable Charges	(+)	<u>\$0.00</u>	
SUB TOTAL	(=)	<u>\$0.00</u>	
Less Distribution Conduits Installed by Applicant	(-)	<u>\$0.00</u>	
Less Distribution Trench Provided by Applicant	(-)	<u>\$0.00</u>	
Total Non-Refundable Electric Rule 15 Amount	(=)		<u>\$0.00</u>

Relocation / Rearrangement of PG&E Facilities

Value of Relocation/Rearrangement Facilities		<u>\$0.00</u>	
Value of Relocation/Rearrangement Conduits & Substructures	(+)	<u>\$0.00</u>	
Value of Relocation/Rearrangement Trench & Excavation	(+)	<u>\$0.00</u>	
Engineering & Administrative Costs	(+)	<u>\$0.00</u>	
Value of Relocation Applicant Design Work	(+)	<u>\$0.00</u>	
Re-engineering/Comp Prep/Add'l AD Plan Checks	(+)	<u>\$0.00</u>	
Tie-in/Meter of Relocation/Rearrangement by PG&E	(+)	<u>\$0.00</u>	
Relocation/Rearrangement Trench Permits Obtained by PG&E	(+)	<u>\$0.00</u>	
Relocation/Rearrangement Land Rights	(+)	<u>\$0.00</u>	
Relocation/Rearrangement Inspection Fees	(+)	<u>\$0.00</u>	
SUB TOTAL	(=)	<u>\$0.00</u>	
Including Net Joint Pole Credit Value of		<u>\$0.00</u>	
Plus ITCC @ 0%	(+)	<u>\$0.00</u>	
Plus Relocation/Rearrangement - Non Taxable	(+)	<u>\$0.00</u>	
SUB TOTAL	(=)	<u>\$0.00</u>	
Less Relocation/Rearrangement Facilities Installed by Applicant	(-)	<u>\$0.00</u>	
D.0405055 Line Extension Costs - Residential		<u>\$0.00</u>	
D.0405055 Line Extension Costs - Non-Residential		<u>\$0.00</u>	
Less Conduits & Substructures Installed by Applicant	(-)	<u>\$0.00</u>	
Less Trench & Excavation Provided by Applicant	(-)	<u>\$0.00</u>	
Less Value of Relocation Applicant Design Work	(-)	<u>\$0.00</u>	
Less Relocation/Rearrangement Salvage	(-)	<u>\$0.00</u>	
Total Relocation / Rearrangement of PG&E Facilities Amount	(=)		<u>\$0.00</u>

(1) Total Service Allowance not to exceed the Cost of Service

(2) 10 Year Refundable and Discount Option credit amounts will be paid upon acceptance of facilities. Credit amounts are subject to future deficiency billing in accordance with the tariff.

(3) 10 Year Refundable and Discount Option credit amounts do not offset Other Non-Refundable or Relocation Fees. See Reimbursement Summary for a total of Reimbursements and Credits to be paid upon acceptance of facilities.

(4) Inspection Fees (Only Refundable if Applicant's Actual Cost is Used. Applicant's Actual Cost + Inspection Cannot Exceed PG&E's Estimate)

(5) The lower of PG&E's estimated costs or the Applicant's Contract Anticipated Costs (as documented on Form 79-1003 "Statement of Contract Anticipated Costs") will be used to establish the cost of Service and Distribution Line Extension subject to Allowance

Note: This supplemental detailed cost sheet is **for reference only** and is not intended for use in place of the actual contract for the project listed.

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: SC Builders Change Order #1 for Soquel High School Fitness Room Modernization Increment 2

MEETING DATE: October 11, 2023

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve SC Builders change order #1 for Soquel High School fitness room modernization increment 2.

BACKGROUND:

This change order addresses issues that were uncovered during demolition that require additional work to be resolved by the Division of State Architect. Examples include installation of additional sheer wall and the removal and repair of concealed hydraulic cylinders in the floor. The previously approved contract amount was \$1,294,079.00 and the new total contract, including this change order, will be \$1,314,523.00.

FISCAL IMPACT:

Change Order #1 \$20,444.00 (1.57% 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)*
Soquel High School
401 Soquel San Jose Rd,
Soquel, CA 95073

CONTRACT INFORMATION:
Contract: Fitness Center–
Phase 2

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: September 22nd, 2023

OWNER:
Santa Cruz City Schools
133 Mission St, Suite 100,
Santa Cruz, CA 95060

ARCHITECT:
19six Architects, Inc.
303 Potrero Street, Suite 5
Santa Cruz, CA 95060

CONTRACTOR:
SC Builders, Inc.
910 Thompson Place
Sunnyvale, CA 94085

THE CONTRACT IS CHANGED AS FOLLOWS:

Unforeseen Conditions

The original contract sum was	\$ 1,294,079.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract sum prior to this change order was	\$ 1,294,079.00
The Contract sum will be increased by this Change Order in the amount of	\$ 20,444.00
The new contract sum including this Change Order will be	\$ 1,314,523.00

The Contract Time will be increased by Eleven (11) days.
The date of Substantial Completion is 11/27/2023

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.

19six Architects, Inc.

SC Builders, Inc.

Santa Cruz City Schools

ARCHITECT

CONTRACTOR

OWNER

SIGNATURE

SIGNATURE

SIGNATURE

Greg Horn, Project Manager

Joe Ascolese, Project Manager

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

9/26/23

9/26/23

DATE

DATE

DATE



Change Request

To: Greg Horn
19six Architects
303 Potrero Street, Suite 5
Santa Cruz, CA 95060
Ph: (831)440-7300

Number: 6
Date: 8/4/23
Job: 123065 Soquel HS-Fitness Rm Mods Inc2

Description: PCO 6 - RFI #18 - Fill in (E) Door at Wood Shop

Reason: Unforeseen Condition

Source: RFI

SC Builders, Inc. hereby submits descriptions and pricing for the following changes in contract work:

Remove Existing Door and Frame. Frame in wall opening, drywall and finish wall on both Wood Shop side and Fitness Rm side to match existing.

Labor - 16 hours @ \$135 per hour.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Fill in (E) Door at Wood Shop (16 hours @ \$135/hr)	\$2,160.00					\$2,160.00
					Subtotal:	\$2,160.00
			Insurance	\$2,160.00	1.02%	\$22.00
			Fee	\$2,160.00	15.00%	\$324.00
				\$2,160.00	1.02%	\$22.00
					Total:	\$2,528.00

The schedule is not affected by this change.

If you have any questions, please contact me at (408)318-4405.

Submitted by: Joe Ascolese
SC Builders, Inc.

Approved by: _____
Date: _____

Approved by: _____
Date: _____



Change Request

To: Greg Horn
 19six Architects
 303 Potrero Street, Suite 5
 Santa Cruz, CA 95060
 Ph: (831)440-7300

Number: 10
Date: 8/10/23
Job: 123065 Soquel HS-Fitness Rm Mods Inc2

Description: PCO 10 - RFI #15: Remove (E) trench drain, pneumatic lift equipment

Reason: Unforeseen Condition

Source: RFI

SC Builders, Inc. hereby submits descriptions and pricing for the following changes in contract work:

Sawcut and Remove (E) trench drain and pneumatic lift equipment.

Remove Ardex to level concrete for flooring.

Labor: 7 hours at \$135 per hour.

Description	Labor	Material	Equipment	Subcontract	Other	Price
RFI #15: Remove (E) trench drain, pneumatic lift equipment				\$7,445.00		\$7,445.00
Remove uneven Ardex at patched areas (7 hrs @ \$135/hr)	\$945.00					\$945.00
					Subtotal:	\$8,390.00
			Insurance	\$8,390.00	1.00%	\$84.00
			Fee	\$7,445.00	5.00%	\$372.00
			Fee	\$945.00	15.03%	\$142.00
			Bonds	\$8,390.00	1.00%	\$84.00
					Total:	\$9,072.00

The schedule is not affected by this change.

If you have any questions, please contact me at (408)318-4405.

Submitted by: Joe Ascolese
 SC Builders, Inc.

Approved by: _____
 Date: _____

Approved by: _____
 Date: _____



Concrete Construction
 CONTRACTORS LICENSE NO. 299880

851 Martin Avenue
 Santa Clara, CA 95050
 Tel: 408-727-5700 Fax: 408-727-0366

EXTRA WORK ORDER

- OWNER CHANGE
- GENERAL CHARGE
- EQUIPMENT RENTAL

JJA Job # 23.1099.01 A/R # 1821 Date Work Performed 08/28/2023

PCO 2017081 Project SOQUEL HS FITNESS ROOM No 2017081

Description of Work SAW CUT CONCRETE INSIDE FITNESS ROOM. 31'X4' OF SLAB WAS CUT

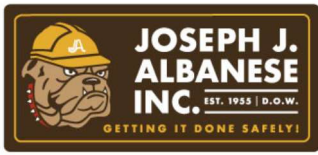
Charge To SC BUILDERS

Client Job 123065

Requested By

Client PCO/RFI

LABOR	Class	Quantity		UM	Rate	Extension
		Workers	Hours			
CARPENTER - REGULAR		1.00	8.00	HR	\$ 135.00	1,080.00
LABORER - REG		2.00	8.00	HR	\$ 93.00	1,488.00
Total LABOR						\$ 2,568.00
EQUIPMENT	Description	Quantity		UM	Rate	Extension
ELEC SLAB SAW 7-12"		8.00		HR	\$ 175.00	1,400.00
EQUIP FUEL SURCHARGE - NEW JOB						140.00
Total EQUIPMENT						\$ 1,540.00
INSURANCE - GL ADD						22.36
OH+P						\$595.20
Extra Work Order Total						\$4,726.00



Joseph J. Albanese, Inc

Contractors License # 299880

851 Martin Avenue
P.O. Box 667
Santa Clara, CA 95052-0667
Tel: (408) 727-5700 Fax: (408) 727-0366

Extra Work Order

2017081

DATE WORK PERFORMED/STARTED:

8/28/2023

JJA JOB # 23.1099.01

PROJECT SOQUEL HS FITNESS ROOM

PHASE CO03.

PCO/RFI:

DESCRIPTION OF WORK

CLIENT PCO:

Saw cut concrete inside fitness room. 31'x4' of slab was cut

CHARGE TO SC BUILDERS

CLIENT JOB 123065

REQUESTED BY

Labor

QTY	LABOR	CLASS	NO.OF HOURS	UM
1	02D	CARPENTER - REGULAR	8	HR
2	07	LABORER - REGULAR	8	HR

Materials

MATERIAL	DESCRIPTION	QTY	UM	NOTES	PO
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Equipment

EQUIPMENT	QTY	UM	NOTES
Sawcutting - ELEC	8	HR	



Concrete Construction
 CONTRACTORS LICENSE NO. 299880

851 Martin Avenue
 Santa Clara, CA 95050
 Tel: 408-727-5700 Fax: 408-727-0366

EXTRA WORK ORDER

- OWNER CHANGE
- GENERAL CHARGE
- EQUIPMENT RENTAL

JJA Job # 23.1099.01 A/R # 1821 Date Work Performed 08/30/2023

PCO 2017112 Project SOQUEL HS FITNESS ROOM No 2017112

Description of Work HAUL CONCRETE FROM TRENCH THAT WAS SAW CUT AT FITNESS ROOM

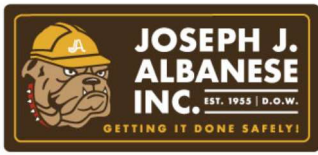
Charge To SC BUILDERS

Client Job 123065

Requested By

Client PCO/RFI

LABOR	Class	Quantity		UM	Rate	Extension
		Workers	Hours			
CARPENTER - REGULAR		1.00	4.00	HR	\$ 135.00	540.00
IRONWORKER - REG		1.00	4.00	HR	\$ 122.50	490.00
OPERATOR - REG		1.00	4.00	HR	\$ 134.50	538.00
LABORER - REG		1.00	4.50	HR	\$ 93.00	418.50
Total LABOR						\$ 1,986.50
EQUIPMENT	Description	Quantity		UM	Rate	Extension
135- JJA TRUCKING		4.50		HR	\$ 75.00	337.50
EQUIP FUEL SURCHARGE - NEW JOB						33.75
Total EQUIPMENT						\$ 371.25
INSURANCE - GL ADD						13.10
OH+P						\$348.60
Extra Work Order Total						\$2,719.00



Joseph J. Albanese, Inc

Contractors License # 299880

851 Martin Avenue
P.O. Box 667
Santa Clara, CA 95052-0667
Tel: (408) 727-5700 Fax: (408) 727-0366

Extra Work Order

2017112

DATE WORK PERFORMED/STARTED:

8/30/2023

JJA JOB # 23.1099.01

PROJECT SOQUEL HS FITNESS ROOM

PHASE CO03.

PCO/RFI:

DESCRIPTION OF WORK

CLIENT PCO:

Haul concrete from trench that was saw cut at fitness room

CHARGE TO SC BUILDERS

CLIENT JOB 123065

REQUESTED BY

Labor

QTY	LABOR	CLASS	NO.OF HOURS	UM
1	02D	CARPENTER - REGULAR	4	HR
1	03D	IRONWORKER - REGULAR	4	HR
1	06D	OPERATOR - REGULAR	4	HR

Materials

MATERIAL	DESCRIPTION	QTY	UM	NOTES	PO
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Equipment

EQUIPMENT	QTY	UM	NOTES
135- Trucking Dump	4	HR	



Change Request

To: Greg Horn
 19six Architects
 303 Potrero Street, Suite 5
 Santa Cruz, CA 95060
 Ph: (831)440-7300

Number: 11
Date: 8/23/23
Job: 123065 Soquel HS-Fitness Rm Mods Inc2

Description: PCO 11 - RFI #25 - Demo of Roll up Door Channel and Plaster Patch

Reason: Unforeseen Condition

Source: RFI

SC Builders, Inc. hereby submits descriptions and pricing for the following changes in contract work:

Demolish the old C-channel around (E) opening for (N) Storefront framing system.

Remove and Patch back Plaster to conform with details.

Labor: 24 hours at \$135/hr.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Demo of Roll up Door Channel and Plaster Patch (24 hrs @ \$135/hr)	\$3,240.00					\$3,240.00
					Subtotal:	\$3,240.00
			Insurance	\$3,240.00	0.99%	\$32.00
			Fee	\$3,240.00	15.00%	\$486.00
			Bonds	\$3,240.00	0.99%	\$32.00
					Total:	\$3,790.00

The schedule is not affected by this change.

If you have any questions, please contact me at (408)318-4405.

Submitted by: Joe Ascolese
 SC Builders, Inc.

Approved by: _____
 Date: _____

Approved by: _____
 Date: _____



Change Request

To: Greg Horn
19six Architects
303 Potrero Street, Suite 5
Santa Cruz, CA 95060
Ph: (831)440-7300

Number: 13
Date: 9/7/23
Job: 123065 Soquel HS-Fitness Rm Mods Inc2

Description: PCO 13 - RFI 33 - Reframe/Upgrade Existing Openings in Shear Walls

Reason: Unforeseen Condition

Source: RFI

SC Builders, Inc. hereby submits descriptions and pricing for the following changes in contract work:

Reframe/Upgrade Existing Openings in Shear Walls

Labor - 32 hours at \$135 per hour.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Reframe/Upgrade Existing Openings in Shear Walls (32 hrs @ \$135/hr)	\$4,320.00					\$4,320.00
					Subtotal:	\$4,320.00
			Insurance	\$4,320.00	1.00%	\$43.00
			Fee	\$4,320.00	15.00%	\$648.00
			Bonds	\$4,320.00	1.00%	\$43.00
					Total:	\$5,054.00

Please note that SC Builders, Inc. will require an extra 11 days.
If you have any questions, please contact me at (408)318-4405.

Submitted by: Joe Ascolese
SC Builders, Inc.

Approved by: _____
Date: _____

Approved by: _____
Date: _____

Soquel HS
Labor Rate Break-down
Change Orders

Carpenter Rate	Amount
Carpenter Wage Rate/Fringe Benefits	\$ 108.33
Liability Ins, WC, SS, Unemploy. Taxes	\$ 27.08
	\$ 135.41 Total