

SANTA CRUZ CITY SCHOOL DISTRICT
GOVERNING BOARD MEETING

August 5, 2015

Kris Munro, Superintendent

Governing Board

***Sheila Coonerty, Deedee Perez-Granados, Jeremy Shonick,
Alisun Thompson, Patricia Threet, Deborah Tracy-Proulx, Claudia Vestal,***

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AGENDA

SANTA CRUZ CITY SCHOOLS BOARD OF EDUCATION REGULAR MEETING

Wednesday, August 5, 2015 – Open Session 5:30 p.m.

Santa Cruz City Schools District Office, Room 312,
405 Old San Jose Road
Soquel, CA

I. CONVENE OPEN SESSION

5:30 P.M.

1. Welcome and Pledge of Allegiance
2. Agenda deletions, corrections, and changes of sequence
3. Superintendent's Remarks prior to Public Comment.

II. PUBLIC COMMENT – 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. Due to the legal constraints of the Brown Act, your Trustees are not allowed to respond or comment on Public Comments during this time.

III. GENERAL PUBLIC BUSINESS

1. Consent Agenda
(These matters may be passed by one roll call motion. Items may be removed from the consent agenda for discussion and separate action.)
 - 1.1 Contracts & Consultant Agreements (4)
 1. Consultant Services Agreement/Superintendent's Office
 - a. Angelica Ayala – Document Translation Services
 2. Contract Agreement/Educational Services/Curriculum
 - a. Dr. Paul Bloomberg/The Core Collaborative-Professional Development training for teachers
 3. Non-Public Agency Contracts/Educational Services/Special Education
 - a. The ARBITE Organization-1:1 aide, behavior intervention/supervision, consultation and assessment services mandated by IEPs for five Special Education students
 - b. Maria E. A. Ballard-Physical therapy services mandated by IEPs for five Special Education students
 - c. The Bridge School-Educational program and specialized support services mandated by IEP for Special Education student

Location: _____
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- d. Pediatric Therapy Center-Speech & language therapy services plus occupational services mandated by IEPs for five Special Education students
- e. Trumpet Behavioral Health-1:1 aide, behavior intervention/supervision and consultation services mandated by IEP for Special Education student
- 4. Non-Public School Contract/Educational Services/Special Education
 - a. The Bay School-Educational programs and specialized support services mandated by IEPs for four Special Education students
- 5. Lease Agreement/Business Services
 - a. Burton & Cooper-lease for suite 102 @ 133 Mission Street, SC 6/15/-6/16
- 2. Board & Cabinet Training Session: Electronic Board Books
Consultant May Garcia from BoardPad will conduct a training session for the Trustees and the Cabinet Members.
- 3. **Public Comments Regarding Closed Session Agenda Item**

IX. CLOSED SESSION RELATING TO THE FOLLOWING ITEMS:

- 1. Certificated/Classified/Management Leaves, Retirements, Resignations (MP)
& Appointments)

ADJOURNMENT

If requested, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by section 202 of the Americans with Disabilities Act (42 U.S.C. section 12132) and the federal rules and regulations implementing the Act. Individuals requesting a disability-related modification or accommodation may contact the District Office.

The board book for this meeting, including this agenda and back-up materials, may be viewed or downloaded online: <http://www.sccs.santacruz.k12.ca.us/board-of-education/agendas-&-minutes.html> or may be viewed at the District Office, Superintendent's Office, Room 303, 405 Old San Jose Road, Soquel, CA.

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 Nancy Lentz by telephone at (831) 429-3410 extension 220.

Location: _____
Date Posted: _____
Time Posted: _____
Person Posting: _____

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 Nancy Lentz por teléfono al numero (831) 429-3410 x220.

Board Meeting Schedule Information

1. The Regular Meeting on August 11, 2015, 6:30 p.m., will be held in Room 312 of the District Office, 405 Old San Jose Road, Soquel, CA.
2. The Regular Meeting on August 12, 2015, 6:30 p.m., will be held at the Santa Cruz County Office of Education, 400 Encinal Street, Santa Cruz, CA.
3. The Regular Meeting on September 16, 2015, 6:30 p.m., will be held at the Santa Cruz County Office of Education, 400 Encinal Street, Santa Cruz, CA.
4. The Regular Meeting on September 30, 2015, 4:30 p.m., will be held at the Santa Cruz County Office of Education, 400 Encinal Street, Santa Cruz, CA.
5. The Regular Meeting on October 14, 2015, 6:30 p.m., will be held at the Santa Cruz County Office of Education, 400 Encinal Street, Santa Cruz, CA.
6. The Regular Meeting on October 28, 2015, 6:30 p.m., will be held at the Santa Cruz County Office of Education, 400 Encinal Street, Santa Cruz, CA.
7. The Board Study Session on November 4, 2015, 6:30 p.m., will be held in Room 312 of the Santa Cruz City Schools District Office, 405 Old San Jose Road, Soquel, CA.
8. The Regular Meeting on November 18, 2015, 6:30 p.m., will be held at the Santa Cruz County Office of Education, 400 Encinal Street, Santa Cruz, CA.
9. The Board Study Session on December 2, 2015, 6:30 p.m., will be held in Room 312 of the Santa Cruz City Schools District Office, 405 Old San Jose Road, Soquel, CA.
10. The Regular Meeting on December 9, 2015, 6:30 p.m., will be held at the Santa Cruz County Office of Education, 400 Encinal Street, Santa Cruz, CA.

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SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Contracts and Consultant Services Agreement

MEETING DATE: August 5, 2015

FROM: Jim Monreal, Assistant Superintendent, Business Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Ratify contracts and consultant services agreements executed pursuant to Board Policy 3300.

BACKGROUND:

On February 23, 2011, the Board of Education delegated authority to enter into contracts on behalf of Santa Cruz City Schools and to purchase supplies, materials, apparatus, equipment and services up to the amounts specified in Public Contract Code 20111 and Education Code Section 17605 to the Superintendent of Schools or designees, and required that the Board of Trustees ratify contracts within sixty (60) days of incurring the expense.

The following contracts are presented for ratification:

1. Consultant Services Agreement/Superintendent's Office
 - a. Angelica Ayala – Document Translation Services.
2. Contract Agreement/Educational Services/Curriculum
 - a. Dr. Paul Bloomberg/The Core Collaborative – Profession Development training for teachers re: Professional Learning Communities
3. Non-Public Agency Contracts/Educational Services/Special Education
 - a. The ABRITE Organization – 1-1 aide, behavior intervention/supervision, consultation and assessment services mandated by IEPs for five Special Ed students
 - b. Maria E.A. Ballard – Physical therapy services mandated by IEPs for five Special Ed Students
 - c. The Bridge School – Basic educational program and specialized support services mandated by IEP for an elementary Special Ed student.
 - d. Pediatric Therapy Center – Speech-language therapy/consultation services plus occupational therapy services mandated by IEPs for five Special Ed students.
 - e. Trumpet Behavioral Health – 1-1 aide, behavior intervention/supervision and consultation services mandated by IEP for an elementary Special Ed student.
4. Non Public School Contract/Educational Services/Special Ed
 - a. The Bay School – Basic educational programs and specialized support services mandated by IEPs for four Special Ed students.
5. Lease Agreement/Business Services
 - a. Burton & Cooper – Lease for suite 102 at 133 Mission St. 6/15-6/16.

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Santa Cruz City Schools
405 Old San Jose Road
Soquel, CA 95073

REQUISITION #: _____

REQUEST FOR CONSULTANT SERVICES AGREEMENT

Review guidelines of Board Policy 3600 – Consultant Services. Submit to the responsible Assistant Superintendent at least two weeks before the Board meeting (for over \$2500) and prior to the Consultant beginning work.

Site: District Office - Superintendent Principal/Director: Kris Munro - Superintendent

Describe Work to be Performed and District and Site Goals Supported:

Angelica will translate documents from English to Spanish for the Superintendent.

Qualifications of Consultant: Recommended: UC Santa Cruz Spanish Program

Name of Consultant: Angelica Ayala

Tax I.D.# or SSN: _____

(Vendor Data form to Purchasing)

Address: _____

Telephone #: 209-252-5393

City/State/Zip: _____

Email: _____

Date(s) of Service: 7/1/2015 thru 6/30/2015

Time: 12 hours per month

Number of Hours: N/A hours per day X N/A days = 150 total hours.

Hourly/Daily Rate (specify): \$16.50

Meals: N/A

Lodging: N/A

Transportation: N/A

TOTAL FEE TO BE PAID: up to \$2,400

Account #: 01-0000-0-0000-7150-5800-053-0000

Write out meaning of account number: Superintendent - Services performed

Authorized Signature of Consultant: _____

Date: 07/25/15

(NOTE: Consultant must submit invoice for payment upon completion of work)

Signature of Administrator Requesting Service

Approval of Assistant Superintendent

Date: 7/27/15

Date: _____

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)

CSA#:

(Assigned by Accounting)

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).
 1. Public schools are the foundation of democracy - district documents need to be available in Spanish.
 3. We will eliminate the gaps that currently exist between demographic groups within the SCCS community.
 5. SCCS will maintain a balanced budget and efficient and effective management.
2. State efforts made to identify qualified staff available within the district to carry out the requested services.

The work sent to Angelica will be work that is declined by qualified SCCS Classified employees.
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.

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

Documents that are translated from English to Spanish.
5. Evaluation Process - How will you know the goal/outcomes have been met?

Spanish-speaking families will have more access to district information.

REQUEST FOR CONSULTANT SERVICES AGREEMENT

Review guidelines of Board Policy and A.R. 3600 – Consultant Services Agreements. Agreements are to be submitted to the responsible Assistant Superintendent at least two weeks before the Board meeting (for over \$2500) and/or prior to the Consultant beginning work. **Must attach Page Two**

Site: Curriculum Department Principal/Director: Jennifer Wildman

Describe Work to be Performed and District and/or Site Goals Supported: Goal #4 – We will develop a highly collaborative, professional culture focused on effective teaching. Dr. Bloomberg will be providing professional development on creating and working within Professional Learning Communities.

Qualifications of Consultant: Dr. Bloomberg is a national consultant specializing in school transformation. He is also the former director of TIDES (Transformative Inquiry Design for Effective Schools and Systems). He is an experienced school improvement coach and trainer who has supported over ten districts in their transition to Common Core through coaching, professional development and curriculum support.

Name of Consultant: The Core Collaborative/Dr. Paul J. Bloomberg Fed ID#: _____
(Vendor Data form to Purchasing)

Address: _____ Telephone #: _____

City/State/Zip: San Diego, CA 92101 Email: _____

Dates of Service: 8/11/15 + four days TBA + one additional 8-hour day for Zoom Webinar technology use.

Number of Days: 5 X \$3500.00 = \$17,500 + One day of Zoom Webinar use @ \$3200.00

Meals/Lodging/Transportation: Total \$5,600.00

TOTAL FEE: \$26,300.00

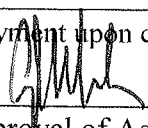
01-4035-0-0000-2110-5800-920-0000
Account #: 01-4035-0-0000-2110-5800-930-0000

Write out meaning of account number: Elementary and Secondary Title 2

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: 7/28/15

PAYMENT AUTHORIZATION

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: _____

CSA#: _____
(Assigned by Accounting)

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).
This consultant will support our instructional leadership team with refining professional learning community work. Last spring principals identified their learning needs through a survey.
2. State efforts made to identify qualified staff available within the district to carry out the requested services.
We do not have staff who are experienced in leading secondary PLC teams in the district. This consultant has been working with Pajaro secondary schools for the past two years and has the knowledge and training we need to support our work.
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 agreement is to support our leadership team as they work with their departments. The plan is to build their capacity so that they may facilitate professional learning teams at their school sites. We anticipate working with the Core Collaborative for 2015-16 in a more direct fashion and then enlisting their support with follow up in 2016-17 as principals put this training in place at their school sites.
4. Statement of expected outcomes (Include specific student outcomes desired, benefits to district students and/or staff).
As a result of this training leadership teams at each school site will report that their professional learning community work is addressing the achievement gap through early identification of learning needs and challenges. At the secondary sites, we will be measuring the impact of PLC work through Scholastic Math Inventory, CAASP, and benchmark assessments
5. Evaluation Process - How will you know the goal/outcomes have been met?
The Core Collaborative provides a pre and post survey that asks participants to identify their strengths and challenges in supporting professional learning communities.
We expect that all of our instructional leadership team will report growth in their knowledge of the processes and protocols to support this work.

SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Special Education Contract For A – Nonpublic Agency

MEETING DATE: August 5, 2015

FROM: Angela Meeker, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the attached Nonpublic Agency contract for new and continuing services through the 2015-2016 school year. *Due to the confidentiality regulations that protect the identity of disabled pupils, the student names have been omitted. Copies of the contract have been provided under separate cover for Board review.*

BACKGROUND:

Authorized request for: **One-To-One Aide, Behavior Intervention/Supervision, Consultation and Assessment Services** for **5 students** in Special Education who requires these services. They are provided through The ABRITE Organization and are mandated in each student's IEP or through the process of mediation. (Contract amount: \$212,000.00) July 1, 2015 through June 30, 2016.

Total \$212,000.00

Prepared by Stacy O'Farrell, Director of Special Education

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SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Special Education Contract For A – Nonpublic Agency

MEETING DATE: August 5, 2015

FROM: Angela Meeker, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the attached Nonpublic Agency contract for new and continuing services through the 2015-2016 school year. *Due to the confidentiality regulations that protect the identity of disabled pupils, the student names have been omitted. Copies of the contract have been provided under separate cover for Board review.*

BACKGROUND:

Authorized request for: **Physical Therapy Services for 5 students** in Special Education who require these services. They are provided through Maria E.A. Ballard, a certified NPA, and are mandated in each student's IEP. (Contract amount: \$11,250.00) July 1, 2015 through June 30, 2016.

Total \$11,250.00

Prepared by Stacy O'Farrell, Director of Special Education

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SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Special Education Contract For A – Nonpublic Agency

MEETING DATE: August 5, 2015

FROM: Angela Meeker, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the attached Nonpublic Agency contract for continuing services through the 2015-2016 school year. *Due to the confidentiality regulations that protect the identity of disabled pupils, the student's name has been omitted. Copies of the contract have been provided under separate cover for Board review.*

BACKGROUND:

Authorized request for a: **Basic Educational Program and Specialized Support Services** for an **elementary** student in Special Education who requires these services. They are provided through The Bridge School and are mandated in the student's IEP. (Contract amount: \$94,480.00) July 1, 2015 through June 30, 2016.

Total \$94,480.00

Prepared by Stacy O'Farrell, Director of Special Education

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SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Special Education Contract For A – Nonpublic Agency

MEETING DATE: August 5, 2015

FROM: Angela Meeker, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the attached Nonpublic Agency contract for new and continuing services through the 2015-2016 school year. *Due to the confidentiality regulations that protect the identity of disabled pupils, the student names have been omitted. Copies of the contract have been provided under separate cover for Board review.*

BACKGROUND:

Authorized request for: **Speech-Language Therapy / Consultation Services - Plus – Physical / Occupational Therapy Services And Assessments** for **5 students** who are in Special Education and require these services. They are provided through Pediatric Therapy Center and are mandated in each student's IEP. (Contract amount: \$5,000.00) July 1, 2015 through June 30, 2016.

Total \$5,000.00

Prepared by Stacy O'Farrell, Director of Special Education

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SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Special Education Contract For A – Nonpublic Agency

MEETING DATE: August 5, 2015

FROM: Angela Meeker, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the attached Nonpublic Agency contract for continuing services through the 2015-2016 school year. *Due to the confidentiality regulations that protect the identity of disabled pupils, the student's name has been omitted. Copies of the contract have been provided under separate cover for Board review.*

BACKGROUND:

Authorized request for: **One-To-One Aide, Behavior Intervention/Supervision and Consultation Services for an elementary student** in Special Education who requires these services. They are provided through Trumpet Behavioral Health and are mandated in the student's IEP. (Contract amount: \$46,925.00) July 1, 2015 through June 30, 2016.

Total \$46,925.00

Prepared by Stacy O'Farrell, Director of Special Education

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SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Special Education Contract For A – Nonpublic School

MEETING DATE: August 5, 2015

FROM: Angela Meeker, Assistant Superintendent of Educational Services

THROUGH: Kris Munro, Superintendent

RECOMMENDATION:

Approve the attached Nonpublic School contract for new and continuing services through the 2015-2016 school year. *Due to the confidentiality regulations that protect the identity of disabled pupils, the student names have been omitted. Copies of the contract have been provided under separate cover for Board review.*

BACKGROUND:

Authorized request for: **Basic Educational Programs and Specialized Support Services for 4 students** in Special Education who require these services. They are provided through The Bay School and are mandated in each student's IEP. (Contract amount: \$507,621.82) July 1, 2015 through June 30, 2016.

Total \$507,621.82

Prepared by Stacy O'Farrell, Director of Special Education

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SANTA CRUZ CITY SCHOOLS LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into on this 13th day of July, 2015, by and between Santa Cruz City Schools, a California public school district ("District" or "Landlord") and Burton & Cooper LLP ("BC" or "Tenant") (each a "Party" and collectively the "Parties") on the terms and conditions that follow.

RECITALS

WHEREAS, District, as Landlord, is the owner of certain real property located at 133 Mission Street in the City of Santa Cruz, County of Santa Cruz, State of California, 95060 ("Real Property"); and

WHEREAS, Tenant desires to lease a portion of the Real Property, more specifically Suite 102 (the "Premises"), for business purposes; and

WHEREAS, District is agreeable to leasing the Premises for said purposes, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and conditions of this Lease, including the recitals hereof, which are incorporated herein by this reference, the District and Tenant agree as follows:

LEASE AGREEMENT

1. **Rent of Premises; Delivery.**

- A. District does hereby rent and lease to the Tenant the Premises under the terms and conditions herein.
- B. District shall deliver to Tenant on the first day of the term of this Lease the actual and exclusive possession of the entire Premises, clear of all tenancies and occupancies. If for any reason District cannot deliver possession of the Premises to Tenant on the Effective Date, District shall not be subject to any liability nor shall District's failure to deliver the Premises affect the validity of this Lease or the obligations of Tenant hereunder or extend the term hereof, but in such case, Tenant shall not be obligated to pay any rent hereunder until possession of the Premises is tendered to Tenant.
- C. The Premises are leased to Tenant on an "as is" basis. District shall not be required to make or construct any alterations including structural changes, additions or improvements to the Premises. By entering and taking possession of the Premises pursuant to this Lease, Tenant accepts the Premises in "as is" condition. Tenant acknowledges that neither the District nor District's agents have made any representation or warranty as to the suitability of the Premises to the conduct of Tenant's business. Any agreements, warranties, or representations not expressly contained herein shall in no way bind either District or Tenant, and District and

Tenant expressly waive all claims for damages by reason of any statement, representation, warranty, promise or agreement, if any, not contained in this Lease.

TENANT INITIALS FOR ACCEPTANCE & ACKNOWLEDGMENT:

JLB

2. Use of Premises. The Premises may be used by Tenant as a business office. Tenant shall not use the Premises for any use other than that specified in this Section 2 without the prior written consent of the District. Tenant shall require all subtenants, licensees, and invitees to use the Premises only in conformance with this use and with applicable governmental laws, regulations, rules and ordinances. Tenant shall indemnify, defend, and hold District harmless against any loss, expense, damage, attorneys' fees or liability arising out of failure of Tenant to comply with any applicable law, regulation, rule or ordinance. Tenant shall not commit or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the drainage system of the Premises. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose. Tenant shall not permit anything to be done in or about the Premises, which will increase the existing rate of insurance upon the Premises, or cause the cancellation of any insurance policy covering said premises unless Tenant obtains prior written approval from District and pays any increased premium. Tenant agrees to immediately respond to concerns expressed by neighbors or District relating to the operation of the Premises.
3. Lease Term; Extension. The term ("Term") of this Lease shall commence on June 1, 2015 ("Effective Date"), and end on June 30, 2016 ("Expiration Date") unless earlier terminated as provided herein or extended by written agreement signed by both of the Parties. District intends to re-negotiate the terms of this Lease to take effect following the Expiration Date. District shall notify Tenant at least ninety (90) days prior to Expiration Date of any proposed changes in the terms of the Lease.
4. Rent. Rent for the Premises ("Rent") shall be \$9,039.66 per month for the first 12 months of the Lease. Rent is due and payable on the 1st day of each calendar month and is delinquent on the next day. Commencing with the 13th month, and annually thereafter during the Term and any renewal or extension of the Lease, Rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers for San Francisco Bay Area Consumer Price Index ("CPI") as published for December of the current and previous year. However, notwithstanding the above, the increase in monthly Rent shall not be less than three percent (3%) nor more than six percent (6%). Annual Rent increases shall be calculated by multiplying the Rent by a fraction, the numerator of which is the December index for the current year and the denominator of which is the December index for the previous year. In no event shall any adjusted Rent be less than the Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Rent shall be based on an alternate index that most closely reflects the CPI.
5. Security Deposit. Tenant agrees to pay District \$9,039.66, or the equivalent of one month's Rent, as a security deposit due at the time of execution of the Lease. Tenant may pay the security deposit in six (6) monthly installments of \$1506.61, each of which shall be due and payable on the same date that monthly Rent is due and payable, commencing with *August*

JLB

2015. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant under this Lease. The security deposit shall not be used by Tenant in lieu of payment of last month's rent. If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after District receives possession of the Premises, District shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the District's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the District receives possession. No interest will be paid on security deposit, unless required by local ordinance.

6. Late Charge; Interest; NSF Fee. Tenant acknowledges that either late payment of Rent or issuance of a check returned for insufficient funds ("NSF check") may cause District to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to processing, enforcement and accounting expenses, and late charges imposed on District. If any installment of Rent due from Tenant is not received by District within 5 calendar days after date due, or if a check is returned for insufficient funds, Tenant shall pay to District, respectively, \$500.00 as a late charge ("Late Charge"), plus 10% interest per annum on the delinquent amount and \$25.00 as an insufficient funds fee ("NSF Fee"), any of which shall be deemed additional Rent. District and Tenant agree that these charges represent a fair and reasonable estimate of the costs District may incur by reason of Tenant's late or NSF payment. Any Late Charge, delinquent interest, or NSF Fee due shall be paid with the current installment of Rent. District's acceptance of any Late Charge or NSF Fee shall not constitute a waiver as to any default of Tenant. District's right to collect a Late Charge or NSF Fee shall not be deemed an extension of the date Rent is due, or prevent District from exercising any other rights and remedies under this Lease, and as provided by law.
7. Utilities. The cost of utilities is included in the monthly Rent payment, limited to the following utilities: garbage, water, electricity and gas. Tenant agrees to pay for any and all other utilities and services directly billed to Tenant, including any utilities not listed in this Section 7.
8. Parking. Tenant is entitled to a pro rata share of vehicle parking spaces. The right to parking is included in the Rent charged pursuant to Section 2. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses, or trucks (other than pick-up trucks). Parking spaces are to be kept clean. Vehicles leaking oil, gas, or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking spaces or elsewhere on the Premises. No overnight parking is permitted.
9. District's Right to Inspect Premises. In addition to the rights provided by law, the District or the District's duly authorized agent may enter the Premises in the event of an emergency, to make repairs or improvements, to show the Premises to prospective buyers or tenants, to conduct an annual inspection, to address a safety or maintenance problem or to remove any alterations, additions, fixtures, and any other objects which may be affixed or erected in violation of the

terms of this Lease. Except in cases of emergency, Tenant's abandonment of the Premises, court order, or where it is impractical to do so, District shall give Tenant twenty-four (24) hours notice before entering.

10. Indemnification.

- A. Tenant agrees to indemnify, reimburse, hold harmless, and defend District, its officers, employees and agents against any and all claims, causes of action, judgments, obligations or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), in connection with, arising out of, or related to the operation, condition, use or occupancy of the Premises and all areas appurtenant thereto. This Lease is made on the express representation and covenant by Tenant that District shall not be liable for, or suffer loss by reason of, injury to person or property, from whatever cause in any way connected with the condition, use or occupancy of the Premises specifically including, without limitation, any liability for injury including death to the person or property of the Tenant, its agents, officers, employees, licensees and invitees.
- B. District shall hold harmless and defend and indemnify Tenant from any claims, damages or expenses, including attorneys' fees, arising out of or relating to or in any way connected to District's gross negligence or willful misconduct on the Premises.
- C. This Section 10 shall survive expiration or termination of this Lease.

11. Assignment and Sublease.

- A. Tenant may not assign this Lease without District's consent and written approval. In the event of an assignment properly approved by District to a person or entity who, on the basis of generally accepted accounting principles consistently applied, has a net worth and credit worthiness equal to or greater than that of Tenant at the time of the assignment, Tenant shall be released from all covenants, conditions, restrictions and provisions of this Lease for the period of time after such assignment. In the event of a properly approved assignment to a person or entity with a net worth and credit worthiness less than that of Tenant, Tenant shall continue to be responsible for the performance of all covenants, restrictions, and provisions of this Lease.
- B. Provided Tenant is not then in default under this Lease, Tenant shall have the right, at any time during the Term hereof and from time to time, with the prior written consent of District, which consent shall not be unreasonably withheld or delayed, to sublet all or any portion of the Premises, provided that: (a) each such sublease shall be subject to each and all of the covenants, conditions, restrictions and provisions of this Lease, including the early termination clauses; (b) subtenancy shall not establish any Landlord-Tenant relationship between District and subtenant; (c) no sublease shall extend beyond the Term of this Lease without District's express written consent thereto which may be withheld in District's sole and absolute discretion; and (d) within (10) days after the execution thereof by the Parties, Tenant shall deliver to District a full, true, and complete copy of every sublease and of all amendments or modifications thereto. Regardless of District's consent, no subletting shall release Tenant of Tenant's obligations or alter the primary liability of Tenant to pay the Rent

and to perform all other obligations to be performed by Tenant under this Lease. Consent to one subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by any subtenant of Tenant or any successor of Tenant, in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against said subtenant. The District herein provides its express written consent to Tenant's sublease of any portion of the Premises to Baskin & Grant, LLP, subject to the terms and conditions set forth in this Lease.

12. Waiver. No waiver of any default shall affect or alter this Lease, which shall continue in full force and effect. No waiver shall affect the respective rights of District or Tenant with respect to any other then-existing or subsequent default.
13. Compliance with Laws; Interpretation. Tenant shall comply with all local, state or federal laws, ordinances, rules, statutes and regulations now in effect or promulgated in the future with respect to the use of the Premises and activities conducted thereon. Tenant shall not use or permit the Premises to be used for any purpose or purposes other than the purpose or purposes for which the Premises are hereby leased.
14. Insurance.
 - A. Commercial General Liability Insurance and Auto Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of commercial general liability insurance and a comprehensive auto liability policy insuring District and Tenant against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including common areas, asphalt surfaces and parking areas. Tenant's comprehensive auto liability policy shall insure all hired and non-owned vehicle(s). Tenant's commercial general insurance shall be at least as broad as the Insurance Service Office (ISO) CG 00-01 form and in an amount of not less than One Million Dollars (\$1,000,000) for bodily injury or death and property damage as a result of any one occurrence and a Two Million Dollar (\$2,000,000) general aggregate policy limit. In addition, Tenant shall obtain a personal injury policy in the amount of One Million Dollars (\$1,000,000). The insurance carrier, deductibles and/or self-insured retentions shall be approved by District, which approval shall not be unreasonably withheld. Prior to execution of this Lease, Tenant shall deliver to District a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:
 - a. not be canceled or altered without thirty (30) days prior written notice to District;
 - b. insure performance of the indemnity set forth in Section 10.A above;
 - c. state the coverage is primary and any coverage by Landlord is in excess thereto;
 - d. contain a cross liability endorsement; and,
 - e. include a separate endorsement naming District as an additional insured.

At least thirty (30) days prior to the expiration of such certificate, and every such subsequent certificate, Tenant shall deliver to District a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described in this Section 14.A.

- B. Fire Insurance. During the term of this Lease, District shall maintain at its cost a policy of standard fire and casualty insurance limited to the value of the existing buildings and improvements located on the Premises. In the event of loss or damage to the Premises or any contents, each of the Parties hereto, and all persons claiming under each of the Parties, shall look first to any insurance in its favor before making any claim against the other Party, and to the extent possible without adding additional costs, each Party shall obtain for each policy of such insurance provisions permitting waiver of any claim against the other Party for loss or damage within the scope of the insurance and each Party, to such extent permitted, for itself and its insurers, waives all such insurance claims against the other Party. Any insurance carried by District against such risks shall be primary insurance with respect to any insurance carried by Tenant.
- C. Subtenant Insurance. During the term of this Lease, Tenant shall require any subtenant of all or any portion of the Premises to maintain in effect during the term of such sublease, insurance coverage equivalent to that required to be maintained by Tenant, however, Tenant and District may, upon mutual agreement, reduce such insurance requirements depending upon subtenant's use.
- D. Tenant's Property Insurance. Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by District against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Accordingly, Tenant shall at its own expense, maintain in full force and effect an insurance policy on all of its fixtures, equipment, improvements made by Tenant and personal property in, about, or on the Premises. Said policy shall be for "All Risk" coverage insurance to the extent of at least ninety percent (90%) of the insurable value of Tenant's property. Tenant shall deliver to District prior to execution of this Lease, a certificate of insurance evidencing the existence of the policy required hereunder.
- E. Insurance Limits, Rating of Insurers and Certificates. It is the intent of the Parties that policy limits set herein shall be raised from time to time during the term of this Lease to account for: (i) increases in monthly Rent for the Premises; (ii) increases in the estimated full replacement cost of the Premises; and (iii) increases in the general marketplace insurance limits for tenancies as defined herein or subtenancies consistent with the provisions of this Lease. Insurance is to be placed with insurers with a current A.M. Best Insurance rating of no less than A-minus and subject to the approval of District. Tenant shall furnish District with the original certificates and amendatory endorsements evidencing the required coverages.
- F. Mutual Release. Each Party hereby releases the other Party, and its partners, officers, agents and employees from any and all claims, demands, loss, expense or injury to the Premises or to the furnishings, fixtures, equipment, inventory or other personal property of Tenant in, about, or upon the Premises, which is caused by perils, events or happenings which are covered by the insurance required by this Lease or which are

the subject of insurance carried by Tenant and in force at the time of such loss. Each Party shall procure an appropriate clause in, or an endorsement to, all policies required by this Lease or any other insurance policy maintained by Tenant or Landlord, pursuant to which the insurance company or companies waive subrogation or consent to a waiver of a right of recovery against the other Party.

15. Maintenance and Repair. Tenant shall, at its cost, maintain the Premises in a good condition consistent with the condition of the Premises existing at the time of delivery. Except as expressly provided herein, Tenant shall, at its cost, maintain and repair the Premises including the windows, skylights, doors and all door hardware, the walls and partitions, ceilings and all other surfaces visible to public or Tenant and the electrical, plumbing, lighting, heating, and ventilating systems in a condition similar to that which exists at the time Tenant takes possession of the Premises. The term "maintain and repair" shall be defined as routine, regular or necessary maintenance. If plumbing, heating, ventilating, and electrical systems can be accessed without removal of walls or floors, repairs and maintenance shall be the Tenant's responsibility. For example, Tenant will be responsible for toilet replacements and clogged toilets, while Landlord will be responsible for main sewer lines that are clogged, damaged or broken due to no fault of Tenant.
16. Alterations by Tenant. Unless authorized by law, Tenant will not, without District's prior written consent, alter, re-key or install any locks to the Premises or install or alter any burglar alarm system. Tenant will provide copies of any keys, alarm codes, or other security information to District upon any change, alteration, or installation thereof. Tenant will not remodel or make any structural changes, alterations or additions to the premises, will not paper, paint or decorate (a reasonable number of picture hangers excepted), nor install, attach, remove or exchange appliances or equipment such as air conditioning, heating, refrigerating, nor refinish or shellac wood floors (collectively "Improvements"), without the prior written permission of the District. All Improvements to the Premises shall remain the property of District, and shall not be removed or altered without District's express written consent.
17. Notice. Any and all notices or other communications required or permitted by this Lease or by law to be delivered to, served on, or given to either Party to this Lease shall be in writing and shall be deemed properly delivered to such Party at the earliest of (i) the date actually received; (ii) 3 business days after deposit in the United States mail, postage prepaid, certified or registered, addressed to the respective Party at the address identified below; or (iii) 1 business day after deposit with a mail service, whether United States mail, or a private company, which guarantees next-business-day delivery. Either Party may change its address for purposes of notice by giving written notice of such change of address, which shall become effective 5 business days after giving notice thereof.

All notices given pursuant to this Lease shall be delivered to:

Burton & Cooper:
133 Mission Street, Suite 102
Santa Cruz, CA 95060
Telephone: (831) 425-5023
Facsimile: (831) 427-3159

District:
Assistant Superintendent of Business Services
Santa Cruz City Schools
405 Old San Jose Rd.
Soquel, CA 95073
Telephone: (831) 429-3410
Facsimile: (831) 429-3447

18. Surrender of Premises. Upon expiration or other termination of this Lease, Tenant shall immediately quit and surrender the Premises to District in good order and condition, ordinary wear and tear excepted, and shall remove all of Tenant's personal property and also any trash, debris, chemicals or hazardous materials.
19. Holding Over. If Tenant shall hold over after the expiration of the Term or any renewal or extension of this Lease, such holding over shall not be deemed to extend the Term or renew the Lease, but the tenancy thereafter shall continue upon the covenants and conditions set forth herein at one hundred fifty percent (150%) of the monthly Rent ("Holding Over Rent") of the last expiring term unless a different Rent amount is agreed to by the District and Tenant.
20. Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease: (i) Tenant's failure to pay rent when due, if the failure continues for 10 days after written notice has been given to Tenant; (ii) Either Party's failure to perform any other provision of this Lease if the failure to perform is not cured within 30 days after written notice thereof has been given to the breaching Party. If the default cannot reasonably be cured within said 30 day period, the breaching Party will not be in default under this Lease if the breaching Party commences to cure the default within the 30 day period and diligently prosecutes the same to completion. Upon expiration of the applicable notice period, the non-breaching Party may immediately terminate the Lease. Notice of the immediate termination shall be provided in writing to the breaching Party.

In the event Tenant breaches any obligation under this Lease, abandons the Premises, or gives notice of intent to terminate tenancy prior to expiration, Tenant shall be responsible for all lost Rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. District may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. District may elect to continue the tenancy in effect for so long as District does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and District may enforce all District's rights and remedies under this Lease, including the right to recover the Rent as it becomes due.

21. Damage to Premises. If by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty. District shall have the right to restore Premises by repair or rebuilding. If District elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this Section, this Lease shall remain in full force and effect. If District is unable to restore the Premises within this time, or if District elects not to restore, then either District or Tenant may terminate this Lease by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Rent prorated on a 30-day basis. If this Lease is not terminated, and the damage is not repaired, then Rent shall be reduced based in the extent to which the damage interferes with Tenant's reasonable use of the Premises. If damage occurs

as a result of an act of Tenant or Tenant's guests, (i) only District shall have the right, at District's sole discretion, within 30 days after such total or partial destruction or damage to treat the Lease as terminated by Tenant, and (ii) District shall have the right to recover damages from Tenant.

22. Subordination. Tenant agrees to accept the Premises subject to and subordinate to any existing or future mortgage or other lien, and District reserves the right to subject Premises to same. Tenant agrees to and hereby irrevocably grants District power of attorney for Tenant for the sole purpose of executing and delivering in the name of the Tenant any documents related to the District's right to subject the Premises to a mortgage or other lien. In consideration for Tenant's subordination, Tenant shall be entitled to a covenant of non-disturbance from any future lienholder in the event of foreclosure by any future lienholder against the District resulting in termination of the Lease. Tenant agrees to provide an estoppel certificate in a format prepared by District in addition to any such subordination.
23. Severability. If any provision or any part of this Lease is for any reason held to be invalid and/or unenforceable or contrary to public policy, law, statute, or ordinance by a court of competent jurisdiction, the remainder of this Lease shall not be affected thereby and shall remain valid and fully enforceable.
24. Amendments. Each of the Parties acknowledges and agrees that this Lease may be amended only by a writing signed by both Parties.
25. Entire Agreement; Conflicts. This Lease constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no prior agreement, statement, promise, or representation made by any party, employee, officer, or agent which is not contained herein shall be binding or valid. Any previous agreements between the District and Tenant regarding the Premises are hereby terminated.
26. Headings. The headings of the sections are for convenience only and are not a part of this Lease, nor shall they be considered in construing the intent of this Lease.
27. Interpretation. The language of all parts of this Lease shall, in all cases, be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.
28. Waiver. No waiver of default in any of the terms, covenants, or conditions in this Lease shall be a waiver of any subsequent default of the same or any other terms, covenants or conditions herein contained.
29. Future Assurances. Each of the Parties agrees to execute such further documents and take such further actions as may be reasonably necessary or appropriate to effectuate the terms of this Lease.
30. Execution in Counterpart; Facsimile Signatures. The Parties may sign this Lease in counterparts such that this Lease, when all signatures are appended together, will constitute a fully signed original or copy thereof. Facsimile signatures or copies of signatures shall be binding to the same extent as original signatures.


31. Binding Effect. This Lease shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the Parties hereto.

Wherefore, the Parties hereto enter into this Lease on the date set forth above.

District or Landlord

Burton & Cooper LLP or Tenant

SANTA CRUZ CITY SCHOOLS


By: Jim Monreal 1/20/15
Its: Assistant Superintendent,
Business Services


By: John Steven Burton
Managing Partner

John Burton
Timothy Schmal
Anna DiBenedetto
June 9, 2015
Page 3

Acknowledgment

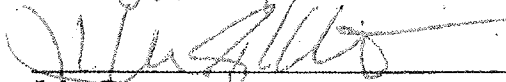
The parties whose signatures appear below acknowledge receipt of the Notice of Termination of Lease for 133 Mission Street, Santa Cruz, California, and agree to the terms set forth therein.

Dated: 07/20/2015



Jim Monreal, Assist. Superintendent
Business Services
Santa Cruz City Schools

Dated: June 11, 2015



John Burton
Burton & Cooper LLP

Dated:

Anna DiBenedetto
Law Offices of Anna DiBenedetto

Dated:

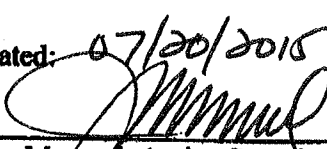
Timothy Schmal
Schmal Law

John Burton
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Anna DiBenedetto
June 9, 2015
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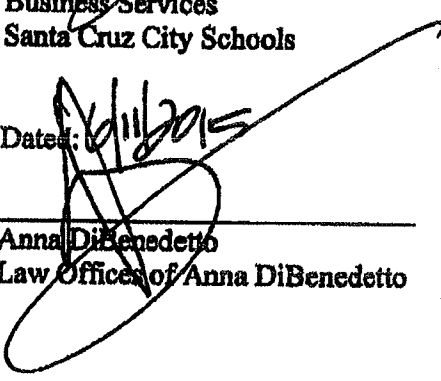


Jim Monreal, Assist. Superintendent
Business Services
Santa Cruz City Schools

Dated: _____

John Burton
Burton & Cooper LLP

Dated: 6/11/2015



Anna DiBenedetto
Law Offices of Anna DiBenedetto

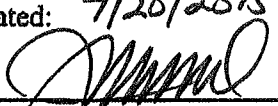
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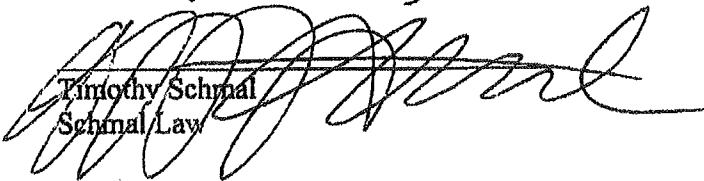
Dated: _____

John Burton
Burton & Cooper LLP

Dated: _____

Anna DiBenedetto
Law Offices of Anna DiBenedetto

Dated: June 11, 2015



Timothy Schmal
Schmal Law

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SANTA CRUZ CITY SCHOOL DISTRICT

AGENDA ITEM: Electronic Board Book Training

MEETING DATE: August 5, 2015

FROM: Kris Munro, Superintendent

BACKGROUND:

May Garcia, from BoardPad, will conduct a training session for the Trustees and Cabinet Members to learn to use the online board book program.