

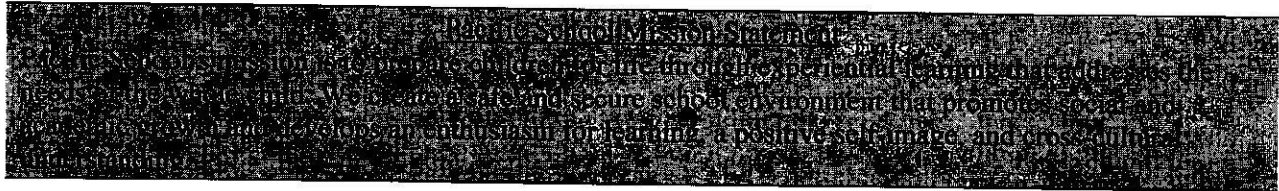
the product in the neighborhoods will continue to increase occurrences in violence associated with theft, robberies, and armed guards. All of these adverse impacts on neighborhoods are particularly critical for young people in terms of their safety, exposure to neighborhood disruption, and perception of cannabis misuse (for non medicinal purposes) as normative behavior.

Unregulated cannabis growth can lead cash strapped families to grow cannabis on their own residential properties and with children present. If done irresponsibly, this leads to unsafe environments for children. Therefore, the Board would like to see regulations enacted that are clear, enforceable, and clearly discourage grows on residential properties and in neighborhoods.

Due to the above concerns, The Bonny Doon Union Elementary School District Board has resolved to ask the C4 committee to consider regulations that will keep cannabis cultivation and sales out of the black market, and put in place regulations that will help mitigate the above concerns. The Board has consulted with the Santa Cruz County Community Partners, and we support their recommendations to the C4 Committee (attached).

In closing, the Board feels very strongly that our neighborhoods and children have already been negatively impacted by unregulated cannabis cultivation. We urge the C4 Committee to make strong regulatory advisements to bring this industry under control and get unregulated grows out of our neighborhoods. If cannabis cultivation is here to stay in Santa Cruz County, the Bonny Doon Union Elementary School District Board strongly urges the industry to act responsibly and help remove unregulated grows from our neighborhoods.

PACIFIC SCHOOL DISTRICT
BOARD OF TRUSTEES REGULAR MEETING
Thursday, November 19, 2015 @ 4:00 PM
PACIFIC ELEMENTARY SCHOOL, Davenport, CA



PLEASE NOTE: All persons are encouraged to attend and, where appropriate, to participate in meetings of the Pacific School Board of Trustees. Persons wishing to address the Board are asked to state their names for the record. Consideration of all matters is conducted in open session except for those relating to litigation, personnel, and employee negotiations, which, by law, may be considered in executive (closed) session.

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REGULAR BOARD MEETING AGENDA

1.0 OPENING PROCEDURES FOR PUBLIC SESSION

1.1 CALL TO ORDER & Roll Call

- Gwyne Rhabyt, Board President
- Don Croll, Board Trustee
- Roger Knapp, Board Trustee

1.2 Approve the Agenda for November 19, 2015

Additions or Deletions to the agenda may be made, however, no action will be taken on items added at this time.

2.0 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

- 2.1 Approve the Minutes for Board Meeting October 15, 2015**
- 2.2 Approve the Minutes for Special Board Meeting October 27, 2015**
- 2.3 2015-16 Enrollment Update**
- 2.4 New Teacher Project**
- 2.5 2015-2016 Instructional Minutes**
- 2.6 Memorandum of Understanding SCCOE and Pacific Elementary**

3.0 CORRESPONDENCE

None at this time

4.0 PUBLIC COMMUNICATIONS

For items not on the agenda, this is an opportunity for the public to address the Board directly related to school business. The President may allot time to those wishing to speak, but no action will be taken on matters presented (Ed. Code Sec. 35145.5)

For items on the agenda, the public will have the opportunity to speak at the time the agenda item is discussed. Please address the Board President.

5.0 ORGANIZATION REPORTS

5.1 Interim Superintendent/Principal, Brenda Payne

5.2 School Board Trustees

5.3 School Site Council

5.4 Parent's Club

6.0 UNFINISHED BUSINESS

None to report

7.0 INFORMATION ITEMS

None to report

8.0 DISCUSSION ITEMS (Action if Needed)

8.1 Construction Update – Roger Knapp

8.2 Cannabis Cultivation Choices Committee (C4) – Don Croll

8.3 Medical Administrative Claiming Agreement – Brenda Payne

8.4 Raising Rate of Adult Lunches – Brenda Payne

9.0 ACTION ITEMS

9.1 Approve Resolution # 2016-09 Regarding the Dissolution of a Cafeteria Enterprise Fund 61

9.2 Approve Resolution #2016-06 (local agreement number CSPP 5542 Regarding Authorization to Sign Transactions for the board

9.3 Approve Resolution #2016-07 Regarding permission to sign Payroll and Vendor Warrant orders and other district documents

9.4 Approve Resolution #2016-08 Regarding the Delivering and Picking Up Payroll and Vendor Warrants and Other District Documents

10.0 CLOSED SESSION

Confidential Personnel Issues (which may include leaves, reassignments, medical issues, disciplines, Superintendent, etc.) (Government Code 54957)

Complaints brought against employee/s by other persons or employees; Gov't Code § 54957(b).

11.0 SCHEDULE OF COMING EVENTS

11.1 Next Regular Board Meeting, December 17, 2015

12.0 ADJOURNMENT

cc: Gwyn Rhabyt, Don Croll, Roger Knapp, Brenda Payne

Posted: Davenport Post Office, Pacific School Office and www.pacificesd.org

PACIFIC SCHOOL DISTRICT
BOARD OF TRUSTEES REGULAR MEETING
Thursday, October 15, 2015 @ 4:00 PM
PACIFIC ELEMENTARY SCHOOL, Davenport, CA

PLEASE NOTE: All persons are encouraged to attend and, where appropriate, to participate in meetings of the Pacific School Board of Trustees. Persons wishing to address the Board are asked to state their names for the record. Consideration of all matters is conducted in open session except for those relating to litigation, personnel, and employee negotiations, which, by law, may be considered in executive (closed) session.

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REGULAR BOARD MEETING AGENDA

1.0 OPENING PROCEDURES FOR PUBLIC SESSION

1.1 CALL TO ORDER & Roll Call

- Gwyann Rhabyt, Board President
- Don Croll, Board Trustee
- Roger Knapp, Board Trustee

1.2 Approve the Agenda for October 15, 2015

Additions or Deletions to the agenda may be made, however, no action will be taken on items added at this time.

2.0 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

- 2.1 Approve the Minutes for Board Meeting September 17, 2015
- 2.2 Approve the Minutes for Special Board Meeting September 21, 2015
- 2.3 Approve the Minutes for Special Board Meeting October 8, 2015
- 2.3 Monterey Bay Legal Consortium (MBLC) hours contracted by district
- 2.4 Memorandum of Agreement between United Way of SC County, Administrator for First Five Santa Cruz County and Pacific School for Race to the Top-Request for Resources

The above approved 2 in favor, one absent

7.2 MYNT Presentation – Corrina Hansen

Prop 39 funds for upgrades to energy efficiency. MYNT systems has assessed our energy efficiency. Upgrades are recommended based on a 1.05 ratio of return on investment. LED lighting, upgraded refrigerators, for example, have a higher return on investment.

There is a pre-approved list (in board member packets) but there are other options as long as the energy savings can be quantified.

The school is already quite efficient based on usage per square foot. We also have low energy costs. This makes it harder to show a large amount of savings. More recent utility data would give us more accurate measures of potential savings. The most recent data we have is from 2013.

There is confusion about whether the money is already in our account and if so, when it needs to be spent, or if we merely have a plan approved. Board will talk with Eliabeth and the county office to clarify.

We are still waiting on plans from Madi for building plans as well as one more round of utility information from PG&E.

Upgrades can be made before the plan is improved. Money can be borrowed from the general fund and then repaid from the prop. 39 fund once it's approved.

Authorization to receive customer utility information signed by the board president and given to MYNT representatives. Will be submitted to PG&E.

3.0 CORRESPONDENCE

None at this time

4.0 PUBLIC COMMUNICATIONS

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For items on the agenda, the public will have the opportunity to speak at the time the agenda item is discussed. Please address the Board President.

5.0 ORGANIZATION REPORTS

5.1 Interim Superintendent/Principal, Brenda Payne

Males vs. females in our enrollment. Imbalance in 2nd and 3rd grades. Appears to be random variability. There is no visible longer-term trend.

Staff went up to the defunct portable yesterday. Is there furniture included in the building plan?
NO.

There is salvageable furniture that we need to save.

Question of bringing in a second pod. Rhabyt will ask his relations about storing the stage in a storage building owned by the owner of Whale City.

Ball shed: Architect is skeptical of moving the shed, we all think we can just move it.

Exploring New Horizons Outdoor School contracts discussed. No formal approval necessary. All agree it's a good idea.

Kinder Immunization report. 8 have personal belief exception. 3 believed they had all they needed, but does not meet state guidelines for immunization exemption.

5.2 School Board Trustees

NONE

5.3 School Site Council

NONE

5.4 Parent's Club

Parents club is contemplating eliminating its support of the aides. Parents club currently gives \$11,000 to the Aides program.

6.0 UNFINISHED BUSINESS

None to report

7.0 INFORMATION ITEMS

7.1 Construction Update – Roger

We received draft contracts.

Enviroplex: provider of portables. It's an estimate and contract for the large building \$419,XXX. Smaller classroom building \$123,263. This is ready to go to legal. Roger will email to Rhabyt, who will deal with it for continuity sake.

Bogard Construction: MANAGES Demolition and site work prep, inc. foundation. This is a SAMPLE agreement. Fee structure based on projected timeline. These have changed since previous projections. So... this contract will be updated. Roger will wait to send to Rhabyt until it has been refined, within the next week.

Once plans come back from DSA, there will be a bidding process to hire the company to actually do the demolition, site work, and foundation prep.

Demolition anticipated to begin in November.

7.3 Testing results - Brenda

Board packet includes a sheet to compare our test results with the other small schools, as well as Santa Cruz city schools. Overall scores fall within the range of comparable schools.

8.0 DISCUSSION ITEMS (Action if Needed)

8.1 Annual Immunization Assessment of Children enrolled in Child Care Centers

Immunization rate in preschool up significantly from last year. There are only 4 children after 21 who are unvaccinated.

9.0 ACTION ITEMS

9.1 Williams Uniform Complaint Quarterly Report

Superintendent recommends approval, motioned by board president, seconded by Roger. Measure is passed 2 for, 1 absent.

9.2 Aide Hours: Information gathered on possible one-time common core development hours increase to support transition of aides teaching common core math.

Superintendent recommends an additional amount of money to compensate for hours spent working on curriculum, in the form of a stipend.

Rhabyt motions that Aides teaching math receive a \$1000.00 one time common core transition stipend to go towards development and production of common core math curriculum materials that will be assessed by the principal/superintendent. Seconded by Roger. Approved 2 in favor, one absent.

10.0 CLOSED SESSION

Confidential Personnel Issues (which may include leaves, reassignments, medical issues, disciplines, Superintendent, etc.) (Government Code 54957)

11.0 SCHEDULE OF COMING EVENTS

11.1 Next Regular Board Meeting, November 19, 2015

12.0 ADJOURNMENT

cc: Gwyne Rhabyt, Don Croll, Roger Knapp, Brenda Payne

Posted: Davenport Post Office, Pacific School Office and www.pacificesd.org

PACIFIC SCHOOL DISTRICT
BOARD OF TRUSTEES SPECIAL MEETING
Thursday, October 27, 2015 @ 5:00 PM
PACIFIC ELEMENTARY SCHOOL, Davenport, CA

PLEASE NOTE: All persons are encouraged to attend and, where appropriate, to participate in meetings of the Pacific School Board of Trustees. Persons wishing to address the Board are asked to state their names for the record. Consideration of all matters is conducted in open session except for those relating to litigation, personnel, and employee negotiations, which, by law, may be considered in executive (closed) session.

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SPECIAL BOARD MEETING MINUTES

1.0 OPENING PROCEDURES FOR PUBLIC SESSION

1.1 CALL TO ORDER & Roll Call -

- Gwyan Rhabyt, Board President - *Present*
- Don Croll, Board Trustee - *Conference Call*
- Roger Knapp, Board Trustee - *Present*

2.0 CLOSED SESSION

Confidential Personnel Issues (which may include leaves, reassignments, medical issues, disciplines, Superintendent, etc.) (Government Code 54957)

2.1 Discussion and approval of permanent Principal/Superintendent's contract

Gwyan Rhabyt moved to approve the new contract subject to getting the correct starting date. Roger seconded. The vote was 3-0 in favor.

3.0 SCHEDULE OF COMING EVENTS

3.1 Next Regular Board Meeting, November 19, 2015

4.0 ADJOURNMENT

2015-16 ENROLLMENT

YOUNGER GROUP		T-K / Kindergarten		Third / Fourth		Fifth / Sixth	
12 MAX		24 MAX		24 MAX		24 MAX	
1 Arenas, Leslie	S						
1 Barroso-Hernandez, Ike	S						
1 Englehaupt-Perez, Kayl	3day	1	TRANS. KINDERGARTEN				FIFTH GRADE
1 Flores, Ruby	3day	1	Lopez, Ivan	SC			
1 Gichuki, Kayla	S	2	Pena, Bobby		1 Butters, William	1 Breiter, Makai	SC
1 Heady, Wylie	3day		KINDERGARTEN		1 Gonzalez Hernandez, Andy	1 Canfield, Bryce	
1 Keller, Shelby	3-day	1	Arenas, Mayra		1 Karimzadeh, Rumi	1 Cruz-Diaz, Michelle	
1 Salandaro, Matteo	3-day	1	Belgard, Sequoia	BD	1 King, Frankie	1 Karimzadeh, Amir	SC
1 Wilkinson, Chance	S	1	Bennett, Aleah		1 McLean, Wesley	1 Kiefer, Emma	
	9	1	Bennett, Abella		1 Perez, Noah	1 Knapp, Oscar	
		1	Cruz-Diaz, Natasha		1 Resnikoff, Owen	1 Lopez-Hill, "Lyla"	
1 Chagollan, Santiago	S	1	Englehaupt-Perez, Darren		1 Sowe, Musa	1 MacAllister, Rose	
1 Flint, Stella	5day	1	Johnson, Shyon	SC	1 Von Sothen, Ruby	1 Walton-Latta, Eleanor	SC
1 Greenwald, Mabel	3day	1	Mozetti, Tomas		1 Wedlock, Luke	1 Ward, Elliot	SC
1 Hartje, Ayla	?	1	Olivas, Aurora		1 Wildera, Ryder		
1 Hunter-Selesit, Leleav	S	1	O'Riordan, Moses		1 Wildera, Zephyr		10
1 Judson, Odlin	3day	1	Perez, Isabella				
1 Munoz, J.D.	S	1	Salandro, Enzo				
1 Regan, James	3day	1	Valle, Raphael	SC			SIXTH GRADE
1 Resendiz, Lily Rose	S	1	Vargas-Perez, Julietta			1 Auten, Daniel	
1 Robinson, Connor	3day				1 Barroso-Hernandez, Dylan	1 Baranowski, Nikko	
1 Rodriguez-Ruiz, Evelyn	3day	14			1 Bawarshi-Hurdiss, Bella	1 Cummings, Colin	
1 Studer, Violet	3day	16	TOTAL TK / K		1 Bennett, Conner	1 Devergranne, Julien	SC
1 Wilson, Orion	S				1 Kiefer, Jacob	1 Haywood, Rell	SC
	13				1 Napoles deCaussin, Ondine	1 Mattacola, Daven	SC
					1 Olivas, Reynaldo	1 McLean, Blake	
					1 O'Riordan, Rohnan	1 Perez, Isaiah	
					1 Pfluke, Anna	1 Pfluke, Sienna	
					1 Pressman-Zeind, Thalia	1 Rawlings, Roen	
					1 Richeson, Leonardo	1 Robinson, Ethan	
				11	1 Steller-Croll, Liana	1 Vasseur, Willow	
1 Beronio, Naia	K	1	Beronio, Taviyn	2	1 Vazquez, Damian	1 Vazquez, Frank	
1 Clarkson, Phoebe	K	1	Green, Jasper	2	1 Young-Flammia, Jade		13
1 LaGrandier, Kaya	K	1	Merlet, Maeva	2			
1 Mitchell, Adaya	K	1	Wilder, Iphigenia	2			
1 Pilkington, Wesley	K	1	Wilson, Jonica	2	25 TOTAL 3rd / 4th		
1 Trang, Julian	K	1	Darby, Reese	3			
1 Good-Sirota, Amelia	1	1	Fisher, Nelli	3			119
1 Goodman, Amiel	1	1	Pilkington, Savannah	3			
1 LaGrandier, Liam	1	1	Schaefer, Ethan	3			Bi-Lingual
1 Sawyer, Paul	1	1	Thomas-Nasef, Kai	3			Spanish Speaking
							6
							6



BOARD OF EDUCATION
Ms. Jane Royer Barr
Mr. Jack Dilles
Ms. Sandra Nichols
Mr. Dana M. Sales
Mr. Abel Sanchez
Mr. George "Bud" Winslow
Mr. Bruce Van Allen

Michael C. Watkins, Superintendent • 400 Encinal Street, Santa Cruz, CA 95060 • 831-466-5600 • FAX 831-466-5607 • www.santacruzcoe.org

October 15, 2015

Brenda Payne, Interim Superintendent
Pacific Elementary School District
50 Ocean Street
PO Box H
Davenport, CA 95017

Dear Superintendent Payne,

Since 1998, California legislation has determined Induction to be the route for new teachers to clear their teaching credentials. In the past, the Santa Cruz/Silicon Valley New Teacher Project (SC/SVNTP) was funded by a combination of BTSA categorical dollars, Santa Cruz County Office of Education (SCCOE) funds and your district contributions. In 2013, categorical programs, including BTSA, were eliminated as the state shifted to a Local Control Funding Formula (LCFF).

During this two-year period of funding transition, the SCCOE has provided a bridge by significantly subsidizing the operation of the SC/SVNTP to ensure a continuation of quality service. However, due to the change in school funding, the SCCOE will no longer be able to contribute General Fund dollars to the funding of the SC/SVNTP. Beginning in 2016-17, the program will need to be a self-supporting, fee-for-service model.

The funding model, which reflects the actual cost of the program, will be as follows:

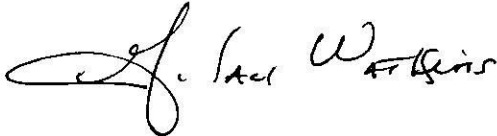
- The cost per participating teacher will be \$4,385
- Partner districts who release a mentor will receive no more than \$50,262 towards the cost of a replacement teacher

These changes will allow the SC/SVNTP to maintain the integrity of the program and to continue providing each new teacher in the consortium with a high quality induction experience that leads to a clear California teaching credential.

These changes are being communicated early so that funds can be appropriately allocated for Induction, a state mandated program, in your LCAP budgeting process. In addition to LCAP dollars, the Teacher Effectiveness Block Grant and other one-time funding streams in the State Adopted 2015-16 budget were designed to backfill funding for Induction as a key component of an effective teacher professional learning system. The state encourages districts and schools to take advantage of the funds provided in response to the unintended consequences of shifting categorical programs to local control.

The SC/SVNTP has been recognized as a model Induction program for new teachers at the local, state, national and international levels. As we face a growing teacher shortage in the state, we look forward to continuing our partnership in the development of highly effective teachers.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Watkins". The signature is fluid and cursive, with the first name "Michael" written in a larger, more prominent script than the last name "Watkins".

Michael Watkins
Superintendent

cc: Mary Hart, Deputy Superintendent, Business Services
Mary Anne James, Associate Superintendent, Educational Services
Cynthia Balthaser, Director, SC/SVNTP
Alison Gold, Program Manager, SC/SVNTP
Elizabeth Andrews, Business Manager, PESD

PACIFIC ELEMENTARY SCHOOL INSTRUCTIONAL MINUTES

<u>KINDERGARTEN</u>		HOURS		MINUTES	DAYS	TOTAL
Required Min: 36,000		BEGIN	END			
200	Regular Day	8:45 AM	12:30 PM	225 X	134 =	30150
Wednesdays	Minimum Day:	8:45 AM	12:30 PM	225 X	46 =	10350
3 hours					180	
TOTAL K MINUTES PER YEAR						40,500
MINUTES OVER EACH DAY-		25		Total minutes short/ove		4,500

<u>1ST THRU 3RD GRADES</u>		HOURS		MINUTES	DAYS	TOTAL
Required Min: 50,400		BEGIN	END			
230	Regular Day	8:45 AM	12:35 PM	225 X	134 =	30150
3 hours 50 min	Recess	10 Minutes	10:00 AM	-10 x	180 =	-1800
	Afternoon	1:00 AM	2:30 PM	90 x	134 =	12060
Wednesdays	Minimum Day:	8:45 AM	12:35 PM	225 X	37 =	8325
P/T Conference	Minimum Day:	8:45 AM	12:35 PM	225 x	8 =	1800
Dec, June	Minimum Day:	8:45 AM	12:35 PM	225 x	1 =	225
TOTAL 1st-3rd MINUTES PER YEAR						50,760
MINUTES OVER EACH DAY-		2		Total minutes short/ove		360

<u>4TH THRU 6TH GRADES</u>		HOURS		MINUTES	DAYS	TOTAL
Required Min: 54,000		BEGIN	END			
240	Regular Day	8:45 AM	12:35 PM	225 X	134 =	30150
4 hours	Afternoon	1:00 AM	3:05 PM	120 x	134 =	16080
	Recess	10 Minutes	10:15 AM	-10 x	180	-1800
Wednesdays	Minimum Day:	8:45 AM	12:35 PM	225 X	37 =	8325
P/T Conference	Minimum Day:	8:45 AM	12:35 PM	225 x	8 =	1800
Dec, June	Minimum Day:	8:45 AM	12:35 PM	240 x	1 =	240
TOTAL 4th- 6th MINUTES PER YEAR						54,795
MINUTES OVER EACH DAY-		4		Total minutes short/ove		795

Memorandum of Understanding **Santa Cruz County Office of Education and Pacific Elementary**

This agreement is between the Santa Cruz County Office of Education (SCCOE) and Pacific Elementary (PE).

Statement of Purpose

The primary goal of this collaboration is to provide:

Implementation of the Quality Rating and Improvement System (QRIS) Block Grant, utilizing Proposition 98 funds, the QRIS Block Grant will be allocated to a California State Preschool Program (CSPP) that increases the number of low-income children in high quality state preschool programs that prepare those children for success in school and life. The California State Superintendent of Public Instruction will base funding on the number of CSPP slots in the county or region.

Wherefore, SCCOE, and Pacific Elementary, PE agree to the following:

1. Terms

SCOPE OF WORK:

PE will provide all services as outlined in the “*QRIS/ Block Grant Funding Application*”, (Form C)

TERMS OF THE CONTRACT: *The term of the contract is July1, 2015, through June 30, 2016.*

COMPENSATION AND TERMS OF PAYMENT:

Tier 4: Block Grant Allocation	\$.00
Tier 3: Request For Resources	\$7,800.00
This contract shall not exceed a maximum of	\$7,800.00

PE shall submit an invoice for payment and SCCOE will issue a district transfer to the account provided on the invoice.

- PE agrees to provide SCCOE with a current Quality Improvement Plan, a Quality Improvement Activities Matrix for all Tier 3 activities/expenses and Tier 4/5 Quality Narrative for Tier 4 activities/expenses.
- PE will keep all receipts of purchases.
- PE agrees to provide SCCOE with planned activities and strategies to maintain program quality before SCCOE releases funds.
- PE agrees to participate with the local governing (Subsidized Programs Consortia) Child Care Planning Council’s local advisory committee.

Recipients of this funding are required to use the Common Data Elements. For Common Data Elements refer to: <http://www.cde.ca.gov/sp/cd/rt/rttelcapproach.asp>.

All grantees are required to retain a copy of the General Assurances for their records and audit purposes, which can be obtained at the CDE Funding Forms Web page at: <http://www.cde.ca.gov/fg/fo/fm/ff.asp>.

Signing of the signature page also confirms that the agency has read and agreed to the assurances.

Fiscal Issues:

- Applicants agree to follow any applicable Federal or State law relating to this grant, and will meet all fiscal and auditing standards required by the CDE.
 - Any consortium receiving CSPP QRIS Block Grant funds is required to use the funds only for the intended purposes of this grant.
 - The term of this Agreement is for the 2015/16 school year. The terms of the Agreement may be extended as mutually agreed by the parties by means of an addendum duly executed in writing by SCCOE and approved by the district's Governing Board
- (a) During the terms of this agreement, the Santa Cruz County Office of Education (SCCOE) will be responsible for all elements of the implementation and administrative, financial and reporting.
PE will provide all direct services to children and staff in the operation of the program.
- (b) **SCCOE** will allocate no more than **\$7,800** for said scope of work.
- (c) **PE** shall invoice **SCCOE**, in writing, for the grant amount no later than May 30th 2016 for services related to this Memorandum of Understanding for which **SCCOE** will **allocate \$7,800** in full within 30 days of receipt.

2. **Hold Harmless - Indemnification**

Each party agrees to indemnify and hold harmless the other party (including, as the case may be, the party's chief executive officer, its Board of Trustees, superintendent, officers, agents, representatives and employees as the same may be constitute from time to time hereafter) and each of them from and against all liability, losses and or damages or expenses or costs of judgments of any kind against the indemnified party that may arise in connection with the indemnifying party's (1) failure to perform under the terms of this Agreement, and/or (2) any intentional or criminal misconduct, negligence or gross negligence arising out of or in connection with indemnifying party's performance of this Memorandum of Understanding.

3. **CRIMINAL BACKGROUND CHECK:** By execution of the Agreement/Contract, the CONTRACTOR agrees that if it is determined by the SUPERINTENDENT that the CONTRACTOR and/or their employees will have more than limited contact with students, a criminal background check through the Department of Justice in compliance with education code 42125.1 will be completed prior to services performed. If the CONTRACTOR requires a criminal background check as part of its own employment procedures, the CONTRACTOR shall certify in writing to the SUPERINTENDENT that neither the employer, nor any of its employees have been convicted of a felony (Education Code §45125.1). All individuals employed by the CONTRACTOR and performing services for the SUPERINTENDENT shall be listed by name on the certification which will be attached to the contract prior to signature by the SUPERINTENDENT's officials.

(a). Santa Cruz County Office of Education (SCCOE) Determination of Fingerprinting Requirements Application:

SCCOE has considered the totality of the circumstances concerning the Project and has determined that Contractor and Contractors employees:

✓ are subject to fingerprinting requirements of Education Code section 42125.1 and paragraph (b) below is applicable.

 are not subject to fingerprinting requirements of Education Code section 42125.1 and paragraph (c) below, is applicable.

(b). (1) Contractor and all Contractors employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Ed Code Section 42125.1; (2) Contractor shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3). The Contractor is required to fulfill these requirements at its own expense.

(c). Even if SCCOE has determined that fingerprinting is not required, the Contractor expressly acknowledges that the following conditions shall apply to any work performed by the Contractor and/or Contractors employees on a school site: (1) Contractor and Contractors employees shall check in with the school office each day immediately upon arriving at the school site; (2) Consultant and Consultant's employees shall inform school office staff of their proposed activities and location at the school site; (3) Contractor and Contractor's employees shall not use student restroom facilities and (4) If Contractor and/or Contractors employees find themselves alone with a student, Contractor and Contractors employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

4. Compliance with Law

Both parties agree to comply with all federal, state, and local laws, rules, regulations, and ordinances that are applicable to this Agreement including, but not limited to, nondiscrimination because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

5. **INSURANCE:** CONTRACTOR under this contract must submit proof of Commercial General Liability Insurance, Professional Liability Insurance and Worker's Compensation insurance.

(a) ☒ Required ☐ Not Required: Worker's Compensation insurance with statutory limits as required by the Labor Code or the State of California.

(b) ☒ Required ☐ Not Required: Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to: premises and operations liability, independent contractor liability, and personal injury liability.

(c) ☒ Required ☐ Not Required: Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired and non-owned vehicles.

(d) ☒ Required ☐ Not Required: Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

- (1) The insurance provided herein is primary coverage to SCCOE with respect to any insurance or self-insurance programs maintained by SCCOE and no insurance held or owned by the SCCOE shall be called upon to contribute to a loss.
- (2) This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to SCCOE.

(e) **Documentation:** The following documentation shall be submitted to the SCCOE:

- (1) Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to commencement of services under this Agreement.
- (2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this Agreement.

6. This Memorandum of Understanding constitutes the final, complete and exclusive statement of the terms of the MOU between the district and SCCOE pertaining to the subject matter of this Agreement and supersedes any and all other agreements, either oral, or written, which may exist between the district and SCCOE. Both the district and SCCOE acknowledge that no representations, inducements, promises or agreements which are not embodied herein have been made, and that no agreement, statement or promise not contained herein shall be binding on the district and SCCOE.

No amendment, alteration or violation in the terms of this Agreement shall be valid unless made in writing and signed by both the district and SCCOE hereto.

Department Review:

____ Contractor will have more than limited Student Contact (Yes or No)
 ____ If YES to Student Contact, Contractor has had required criminal background
 check
 ____ Contractor has supplied proof of Liability Insurance, Profession and Worker's
 Compensation Insurance
 ____ Contractor has supplied appropriate W-9/taxation documentation
 ____ Franchise Tax Board forms for non-residents

Therefore the _____ approves this Agreement with the Santa Cruz County
Office of Education.

By: William J. [Signature]
District Superintendent
1026 [Signature]
Date: 10/26/54

By: Michael C. Watkins
Michael C. Watkins, County
Superintendent of Schools
10/8/15
Date

Date _____
By: Carole Mulford
Carole Mulford, SCCOE
Manager
9.28.15
Date _____

By: William
Chief Business Officer
10 26 5
Date:

By: Mary Hart
Mary Hart, SCCOE
Associate Superintendent, Business
Deputy 9/29/13
Date _____

By: _____

Director

Date

Monday, November 9th, 2015

Dear Members of the Cannabis Cultivation Choices (C4) Committee,

Cultivation of cannabis within residential neighborhoods has become a common practice in Bonny Doon. Several local streets have many properties (greater than five in at least one case) where cannabis is being cultivated. The unregulated growing of cannabis in Bonny Doon has had negative impacts on our community health and safety.

As the governing school board for the Bonny Doon Union Elementary School District we would like to express our concern over unregulated cannabis growth within the residential neighborhoods of Bonny Doon. The increase in grow sites in Bonny Doon have impacted our community in several ways:

- Increased traffic poses road safety concerns. Traffic has been not only for people tending grows but people coming to buy the product.
- Guard dogs on grow properties have attacked pedestrians and bikers including children.
- Transformers fail mysteriously and frequently, growers have stolen power from their neighbors, and fire from these electrical issues is a constant fear.
- The odor is a persistent nuisance in our neighborhoods.
- Neighbors have contacted Bonny Doon School with serious concerns about the odor and about what it implies (cannabis grows close to the school).
- Complaints to the county yield no results, and parents feel frustrated and powerless.

In short, the above impacts have combined to decrease the safety and comfort parents and families feel in their own homes and in their neighborhoods.

Additionally, Bonny Doon is a small community with limited open space available for development; there are concerns that this limited space will be utilized for increased grows, changing the physical and cultural landscape of the community.

Furthermore, the young people in our community have been, and will continue to be, impacted from this growing industry. Business transactions of selling the product out in public and increases in grow sites in the neighborhood send conflicting messages to young people and marginalize the use of cannabis by youth for non-medicinal purposes. We know from local data that Santa Cruz County youth have a lower perception of harm from irresponsible cannabis use than their peers in other parts of the state. We are concerned that these transactions will further decrease the perception of harm.

Cannabis cultivation is fundamentally different from other agricultural crops, as the plant has high monetary value. There is a concern that increases in the cultivation of

From Community Protection Partners

Policies that will Support the Local Cannabis Industry

Based on evidenced based practices and successes and challenges from work with the Alcohol and Tobacco Industry, CPP proposes the following recommendations to insure the health and safety of the community.

Keep it Small

- Establish strict limits on the canopy size permitted for each licensee.
- Limit the number of licenses one entity and/or individual can hold.
- Require cultivators to operate in either an individual or non-profit organizational capacity. Encourage cooperatives and disallow for-profit corporate operations.
- Disallow license transfers.
- Implement a three-tiered industry structure: cultivation (manufacture)/distribution/retail.
- Strictly limit canopy sizes for personal cultivation to ensure that it does not undercut the legal market.

Keep it Local

- Require Conditional Use Permits (CUP) with a process for public input.
- Establish a local oversight commission for licensing and permits with representation from diverse constituencies (including public health, industry, neighborhood groups).
- Establish a tiered license fee structure that covers cost of industry education, monitoring and enforcement, to ensure compliance with ordinance provisions.

Policies that Support Youth and Neighborhood Protection

Youth Protection

- Vigorously enforce underage furnishing laws, focusing on adult suppliers.
- Disallow product packaging that is attractive to youth.
- Prohibit advertising in mass media, billboards, signage, and promotions.
- Impose relatively high tax rates (although not so high as to encourage an illegal market) with significant revenues dedicated to prevention, treatment, and education.
- Establish significant setbacks from sensitive use sites (e.g., libraries, schools, parks, alcohol and drug treatment programs, child care facilities, homeless shelters, adult residential facilities).

Community Protection

- Limit location of cannabis cultivation to certain industrial and agricultural zones that minimize adverse impact on residential neighborhoods and other commercial enterprises.
- Establish distance requirements between cultivation sites.
- Declare and define public nuisance violations.
- Impose a tiered civil penalty structure for non-compliance.

Santa Cruz County Office of Education
MEDI-CAL ADMINISTRATIVE CLAIMING AGREEMENT

This Agreement effective on the 1st day of January, 2016, is made and entered into by and between **Pacific Elementary School District** (hereinafter referred to as "local educational agency" or "LEA") having an address at **50 Ocean Street, Davenport, CA 95017** and the Santa Cruz County Office of Education, Region 5 Local Educational Consortium (hereinafter referred to as "LEC") having an address at 400 Encinal Street, Santa Cruz, CA 95060; (hereinafter referred to individually, the "Party" and collectively, the "Parties").

RECITALS

- A. The Department of Health Care Services ("DHCS") is the single State agency responsible for administering the California Medical Assistance Program ("Medi-Cal") and the School-based Medi-Cal Administrative Activities Program ("SMAA") for Local Educational Consortia, Region 5, in accordance with California Welfare and Institutions Code Section 14132.4(c)(1). The catalog of Federal Domestic Assistance ("CFDA") number for this federal program is 93.778, Medical Assistance Program ("Medi-Cal").
- B. LEC in accordance with California Welfare and Institutions Code Section 14132.47, subdivision (q)(1), is the agency responsible for coordination of SMAA for the California County Superintendents Educational Services Association ("CCSESA") LEC Region 5.
- C. LEC has entered into that certain Agreement (Contract # 14-90006) with DHCS for Administrative Services Related to Medi-Cal Administrative Activities, dated July 1, 2014, and effective through June 30, 2016.
- D. Pursuant to the DHCS Contract, LEC has agreed to act as the administrative agency for matters on behalf of the local educational agencies claiming reimbursement of federal monies for Medi-Cal Administrative Activities ("MAA") services in accordance with California Welfare & Institutions Code Section 14132.47.
- E. LEA is located within the LEC Region 5 and regularly makes claims under Medi-Cal. LEC and LEA desire to enter into an agreement memorializing the respective obligations of the Parties in connection with the submission of the Medi-Cal invoices to the DHCS for reimbursement from the Federal government.
- F. Four regional Local Educational Consortia formed the Central California SMAA Consortia (hereinafter referred to "CCSC") to share the duties associated with the preparation of quarterly time studies using the RMTS (Random Moment Time Study) methodology. The CCSC is comprised of the following Regional Local Educational Consortia:
 - o Region 3 (Sutter County Superintendent of Schools)
 - o Region 4 (Contra Costa County Office of Education)
 - o Region 5 (Santa Cruz County Office of Education)
 - o Region 6 (Stanislaus County Office of Education)

G. While the CCSC will combine Local Educational Consortiums for the purpose of creating a viable sample pool that can create a statistically valid random sample of moments, the claiming units will continue to individually invoice DHCS through their respective Local Educational Consortiums. DHCS will continue to enter into signed agreements with the individual Local Educational Consortiums and not enter into any agreement(s) with any consortia as a whole.

- o Each quarter's survey moments will be randomly distributed among the consortia's claiming unit participants. All of the claiming units within the consortia that have satisfied the established participant standards will use the quarter's RMTS results for calculation on their individual invoice to be submitted to DHCS.

NOW, THEREFORE, in consideration of the foregoing Recitals, and the terms and conditions contained herein, the Parties hereby agree as follows:

1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement shall be effective for twelve (6) consecutive months commencing **January 1, 2016**, for preparing SMAA claims for LEA on a quarterly basis. The invoicing quarters are the three-month periods of July through September, October through December, January through March, and April through June. **The first claim shall be submitted for the January through March quarter of 2016.**

This Agreement shall automatically renew for additional periods of twelve (12) months (beginning July 1, 2016) unless one Party has provided written notice of cancellation to the other Party not less than ninety (90) days prior to the renewal date.

LEA may terminate this agreement, with or without cause, ninety (90) days prior to the beginning of any RMTS applicable quarter as defined above. However, once the LEA has submitted a "Time Study Participant Roster Report" according to the DHCS SMAA manual guidelines and requirements, they may not terminate until the next quarter survey period. The LEA will be responsible for maintaining participation during these quarters. If the LEA terminates on or before July 1st of any fiscal school year, the LEA will be responsible for the LEC fees for the next averaged quarter. Written notice must be sent to LEC and the LEA agrees to pay all LEC fees for services provided by the LEC through the effective date of termination.

2. OPERATING PROCEDURES/SERVICES PROVIDED

LEC shall be responsible for supporting the processing of all those RMTS claims for services rendered by LEA and its employees or agents as incorporated in this agreement as Exhibit A.

- A. **Services Provided:** LEC will provide the following services to LEAs. The LEC shall:
- (1) Coordinate, schedule, and provide necessary training to representatives of each LEA according to the DHCS SMAA RMTS requirements.
 - (2) Review and code all SMAA RMTS "moments", reviewing the moments to ensure they are complete and assist participating LEAs to finalize the "moments".
 - (3) Process RMTS moments for invoicing.

- (4) Provide the required SMAA documents for operational plans and give direction to LEAs for gathering necessary audit materials for each claiming unit for each quarter.
- (5) Prepare invoices for submittal to the Department of Health Care Services for each participating LEA for each survey quarter.
- (6) Provide the LEA a "hard copy" RMTS methodology to capture the moments for those Time Survey Participants (TSP) who cannot access the SSP for completing the assigned moment.
- (7) Provide the "tape match percentage" from data submitted by LEAs.
- (8) Assist LEAs to prepare for Center for Medicare and Medicaid Services and Department of Health Care Services site reviews and audits.
- (9) Perform all aspects of the Random Moment Time Study (RMTS) methodology processing and provide all necessary support, programs and processes for LEA participation.
- (10) LEC reserves the right to not certify invoices that do not comply with LEC, State and Federal SMAA requirements.
- (11) LEC shall certify to DHCS the amount of LEA general funds or other funds allowed under Federal law and regulation expended on the allowable SMAA activities.
- (12) LEC shall be the exclusive service provider for all SMAA Claiming Activities within Region 5 LEC Service Region, including but not limited to the administration of the State-approved time survey methodology, participant training, invoice preparation, program monitoring and audit compliance.
- (13) LEC shall delegate certain administrative activities to vendors to assist with the administration of the program.
- (14) LEC shall certify to DHCS:
 - a. The availability and expenditure of funds for all non-Federal share costs of performing Program activities.
 - b. The expenditures of LEA that represent costs eligible for Federal financial participation in the fiscal year.
- (15) Issue reimbursement to District on claims approved and paid by DHCS within 30 days of receipt.
- (16) Maintain LEC SMAA Audit Binder, pursuant to the State-approved SMAA Claiming Plan.
- (17) LEC will act as the liaison between LEA and DHCS.

B. LEA shall provide the following and as incorporated in this agreement as Exhibit A.

- (1) Adhere to all timelines established by LEC and DHCS. Submit all forms, documentation, and fiscal data in a manner prescribed by LEC and as required for the successful preparation and submission of SMAA RMTS claims pursuant to California law.
- (2) Initially and for every quarter thereafter, provide a list of participants with job titles and standardized work hours or "shifts" as defined for the RMTS System Software Platform (SSP) uploads and updates.
- (3) Yearly and quarterly, provide the LEC approved school calendars and notify the LEC of any changes in the approved school calendar throughout the school year.
- (4) Arrange for LEA Time Survey Participant (TSP) staff to have access to the SSP Vendor website for moment completion or provide a hard copy version to satisfy the

moments.

- (5) Arrange for the LEA MAA Coordinator(s) or Designee to attend required training sessions related to the SSP and RMTS methodology and oversees the completion of the RMTS process.
- (6) Provide a contact person who shall serve as coordinator for all programmatic and fiscal LEA SMAA RMTS activities.
- (7) Notify LEC of any errors and/or omissions in information sent to LEC so that LEC may process a claim adjustment for submission to Medi-Cal.
- (8) During each time study quarter, the LEA will be required to maintain a minimum response rate of 85% of the moments assigned the LEA TSP's. If the LEA is unable to maintain a return rate of 85% of valid moments assigned, the LEA will have sanctions applied according to Section 11, SANCTIONS of this agreement.
- (9) Federal regulations require that a LEA maintain all records in support of allowable MAA activities for a minimum of five (5) fiscal years after the end of the quarter in which the LEC receives reimbursement from DHCS for the expenditures incurred. If an audit is in progress, or is identified as forthcoming, all records relevant to the audit must be retained throughout the audit's duration or final resolution of all audit exceptions, deferrals, and/or disallowances whichever is greater. All records retained must be stored ready-to-review in an Audit file: these files must be available to LEC, State, and Federal reviewers and auditors upon request in accordance with record retention requirements set forth under Title 42 of the Code of Federal Regulations (CFR), Section 433.32. Similarly, the documents that support the construction of a MAA claim must be kept five years after the last claim revision.
- (10) LEA will ensure that invoice claims conform to all DHCS requirements at the time such claims are processed.
- (11) In the event an LEA reimbursement is disallowed after disbursement, the LEA must repay the disallowed amount to DHCS via the LEC and develop a revised invoice for LEC's review and submittal to DHCS. LEC will submit the revised invoice and repayment to DHCS for reconsideration pursuant to California Welfare & Institutions Code Section 14132.47, subsection (k). Should LEC take action to collect disallowed costs not paid by the LEA, the LEA shall reimburse LEC for all costs associated with such action, including, but not limited to any attorney's fees.

3. FEE SCHEDULE

LEA shall pay the LEC a quarterly fee according to the following structure:

1. LEA shall pay to LEC, a fee equivalent to 9% of the SMAA RMTS quarterly invoices paid by the Department of Health Care Services (DHCS) to the LEA. This fee includes the DHCS Participation Fee and all the services outlined above in the agreement. LEA fees will be deducted by the LEC from the DHCS reimbursements prior to disbursement to the LEA.
2. The DHCS administrative fee, including the LEC obligation to DHCS, may be reviewed and/or adjusted on a yearly basis so that the fees collected cover both the LEC and DHCS obligations.
3. LEA acknowledges that, as a result of this fee arrangement, the LEA **will not be entitled** to recover any of the fees charged by the LEC as SMAA reimbursable costs on the LEA invoices.

4. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS

All computer hardware supplied by LEC, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed solely by LEC in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between LEC and LEA, the sole and exclusive property of LEC. LEA agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession. All such material developed jointly with LEC and LEA shall remain the property of LEC.

LEC is the licensee of certain software and billing tools including, but not limited to, a web-site from a third-party contractor ("SSP Vendor"). In an agreement with the Vendor ("SSP Vendor Agreement") LEC, as the licensee, has agreed not to interfere with SSP Vendor's proprietary rights, to maintain the confidentiality of certain information and to restrictions on use of the SSP Vendor's product. LEC shall allow the LEA to use the licensed software and/or tools on the condition that the LEA also agrees to be bound by and comply with the licensee's obligations as set forth in Section 8 of the SSP Vendor Agreement. Section 8 of the SSP Vendor Agreement is attached hereto and incorporated herein as Exhibit "C."

5. CONFIDENTIALITY OF DATA

The Parties agree that, because of the sensitive nature of data and in view of the proprietary nature of medical information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each Party's confidence. Each Party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other Party shall be held in confidence to the extent held by law and each Party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other Party except as required by law.

The Parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision shall be wholly inadequate to fully compensate the aggrieved Party and therefore the aggrieved Party shall be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing

provisions.

6. INPUT DATA

Accurate, complete, and correct data necessary for LEC to perform its services hereunder shall be the sole responsibility of LEA. LEC shall not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by LEA.

LEC shall be responsible for the input of all information given to LEC by LEA in a reasonably accurate, complete and correct form provided same is provided to LEC by LEA. Any errors, mistakes or liability in connection with the failure of LEC to input such data, provided such data has been accurately, completely and correctly transmitted to LEC, shall be the sole responsibility of LEC and shall be corrected by LEC.

7. DESIGNATION AND RESPONSIBILITIES OF LEA FOR IT'S AUTHORIZED USERS.

LEA shall designate those employees and other personnel ("Users") who shall be given access to the LEC approved SSP web-site for completion of the RMTS moments. LEA shall ensure that its Users are familiar with and will comply with the terms and conditions for use of the web-site as set forth in this Agreement. LEA shall be responsible for any unauthorized use by its employees and other personnel. LEA agrees that unauthorized use of passwords issued by LEC or SSP vendor is prohibited. LEA understands that Users and the LEA may be held liable for any unauthorized use and distribution of passwords.

8. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES

LEC shall not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this agreement resulting from any cause beyond the reasonable control of LEC. LEC's liability, under this agreement, is limited to the amount paid by LEA for the services under this agreement. LEC shall not be liable for any indirect, consequential, or incidental damages arising out of this agreement.

9. WORKERS' COMPENSATION

For the purpose of workers' compensation coverage, LEC shall be the employer and shall bear the responsibility of providing workers' compensation insurance or coverage for any person providing services covered by this Agreement.

10. HOLD HARMLESS AND MUTUAL INDEMNIFICATION

LEC and LEA shall each defend, indemnify, and hold the other Parties and their officials, officers, employees, consultants, subcontractors, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, to the extent arising out or incident to any negligent acts, omissions, or willful misconduct of the indemnifying Party or its officials, officers, employees, consultants, subcontractors, volunteers, and agents arising out of or in connection with the performance of this Agreement, including without limitation, the payment of consequential damages and attorney's fees and other related costs and expenses.

11. SANCTIONS

The SMAA RMTS methodology requires that the overall pool of moments have at least an 85% return rate of valid moments. If the return rate of valid moments is less than 85%, then all non-

returned moments will be coded as non-allowable (Code 1).

To ensure that enough moments are met for the entire pool of moments, the moments assigned each LEA must have a minimum of 85% compliance. If the LEA has non-returns greater than 15% of the total moments assigned for a quarter, the claiming unit will receive a warning letter. The LEA's Superintendent or equivalent will be copied on all warning letters sent to the LEA Coordinator. If the LEA is in default the next quarter after being warned, they will not be able to participate for the remainder of that fiscal year.

12. GENERAL

- A. **ENTIRE AGREEMENT** - This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection therewith.
- B. **SUCCESSORS** - This Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective Parties hereto. Each Party agrees that there are no third party beneficiaries to this Agreement except to the extent provided herein. Neither Party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning Party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.
- C. **SEVERABILITY** - In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of the federal, state or local government, such term or provision shall be deemed severed from this Agreement and the remaining terms and provisions shall remain unaffected thereby.
- D. **NOTICES** - Any notice sent pursuant to this Agreement shall be sent by certified mail to the Parties at their respective addresses.
- E. **STATE LAW** - This Agreement shall be governed by and construed in accordance with the laws of California.
- F. **ANTI-FRAUD AND ABUSE** - Notwithstanding anything to the contrary herein, this Agreement shall be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare and Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, shall be automatically void and of no effect whatsoever.
- G. **DESCRIPTIVE HEADINGS** - The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

- H. **DEFINITIONS OF SUBRECIPIENTS AND VENDORS** – Pursuant to Department of Health Care Services, PPL No. 13-004, dated May 17, 2013, *Notification of Contractual Agreement Language changes to add the Catalog of Federal Domestic Assistance Number 93.778 and Definitions of Subrecipients and Vendors*, attached as Exhibit B and incorporated into this agreement.
- I. **INTEGRATION** – This agreement, including all exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the Parties' rights, duties and obligations with respect to the transaction discussed in the agreement and supersedes all prior Contracts, understandings and commitments, whether written or oral.

13. CONTRACTS WITH THIRD PARTY FOR SOFTWARE

- A. Pursuant to California Welfare & Institutions Code Section 14132.47, subdivision (d), the LEC may subcontract with one or more third-party vendors for the provision of administrative activities necessary for the proper and efficient administration of the Medi-Cal program. These services may include software and/or tools including, but not limited to, a web-site, which can be used by LEC and LEA for the collection of data, records and information, for the maintenance of the data, records and information, and for other SMAA RMTS services provided pursuant to this Agreement.
- B. LEA understands and acknowledges that the LEC has heretofore entered into a license agreement with a third-party vendor ("Vendor") for the provision of software and/or tools including, but not limited to, a web-site, which may be utilized by both Parties to transmit and store information in connection with this Agreement. Notwithstanding the foregoing, LEC shall not be in breach of this Agreement in the event that the current Vendor Agreement is terminated for any reason.
- C. If LEC enters into another third-party contract for the provision of software and/or tools and that third-party contractor will have access to LEA's student records or be required to maintain the student records of LEA, LEC shall include in the third-party contract the same provisions, or provisions substantially similar to those set forth in Exhibit "C" attached hereto and incorporated herein.

14. WARRANTY LIMITATION

LEC makes no representation or warranties expressed or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose, arising by operation of law or otherwise, except as expressly stated herein.

15. LEA GOVERNING BOARD AUTHORIZATION

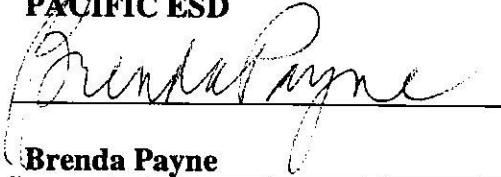
If applicable, the LEA affirms that this Agreement has been approved by the Governing Board of the LEA at its meeting of November 19, 2015 and that the individual signing on behalf of the LEA below is authorized by the Governing Board to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year below written.

LEA: **SCHOOL DISTRICT
PACIFIC ESD**

LEC: **SANTA CRUZ COUNTY OFFICE
OF EDUCATION**

By:



By:

Name: Brenda Payne

Name: Mary Hart

Title: Interim Superintendent/Principal

Title: Deputy Superintendent, Region 5
LEC /MAA Coordinator

Date:

11 / 09 / 15

Date:

EXHIBIT A – Medi-Cal Administrative Claiming Agreement

Task

<i>Task</i>		LEC	LEA
1.	Evaluate LEA MAA program to ensure appropriate participation	✓	✓
2.	Develop and review audit files	✓	
3.	Maintain audit files and store data required to support operational plan		✓
4.	Review operational plan for quality assurance and compliance	✓	✓
5.	Provide and/or ensure RMTS training for coordinators	✓	
6.	Provide web-based RMTS Software System Platform (SSP) for RMTS moment completion	✓	
7.	Provide 100% coding of moments and clarification of moments if necessary	✓	
8.	Provide "Best Practices" - Hard Copy RMTS Moment (if applicable)	✓	✓
9.	Provide LEC an Approved School Calendar annually and every quarter thereafter as changes occur or upon request. Certify calendar in system after it has been entered by LEC		✓
10.	Input LEA Calendar into SSP, update periodically and certify	✓	
11.	Rosters: First period of RMTS implementation: TSP roster, including staff schedules must be uploaded using a template.	✓	
12.	Rosters: All subsequent quarters TSP roster/schedules must be updated quarterly		✓

EXHIBIT A –(continued)

Task

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13.	LEA/LEC to certify Coding Report	✓	✓
14.	Offer support both programmatically and fiscally	✓	
15.	Supply RMTS results for invoice process	✓	
16.	Generate/provide LEA Medi-Cal percentage (tape match)	✓	
17.	Provide fiscal training, materials and forms	✓	
18.	Review and provide all fiscal data necessary to process RMTS invoice	✓	
19.	Review LEA fiscal data and prepare invoice for reimbursement	✓	
20.	Prepare and submit invoice to DHCS for payment	✓	
21.	Process DHCS invoice reimbursements send reimbursement payments to LEAs	✓	

EXHIBIT B – Medi-Cal Administrative Claiming Agreement

Revised Contractual Agreement Language for Subrecipients and Vendors in Accordance with the Catalog of Federal Domestic Assistance Number 93.778 for School Based Medi-Cal Administrative Activities Program and Definitions for Subrecipients and Vendors incorporated into the contract between Santa Cruz County Office of Education and Department of Health Care Services.

Definitions

A. The following definitions are applicable to this Contract.

- 1) “CFDA number” means the number assigned to a federal program in the Catalog of Federal Domestic Assistance (CFDA).
- 2) “Federal award” means federal financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, under grants or contracts, used to buy goods or services from vendors.
- 3) “Federal awarding agency” means the federal agency that provides an award directly to the recipient.
- 4) “Federal program” means all federal awards to a non-federal entity assigned to a single number in the CFDA.
- 5) “Pass-through entity” means a non-federal entity that provided a federal award to a subrecipient to carry out a federal program.
- 6) “Recipient” means a non-federal entity that expends federal awards received directly from a federal awarding agency to carry out a federal program.
- 7) “Subrecipient” means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.
 - A. “Vendor” means a dealer, distributor, merchant, or other seller providing goods or services that are required for the conduct of a federal program. These goods or services may be for an organization’s own use or for the use of beneficiaries of the federal program. Additional guidance on distinguishing between a subrecipient and a vendor is provided in OMB Circular A-133.
 - B. The definitions in Section 8, Item 8.A. shall be included in all of Contractor’s contracts with subrecipients and vendors.

EXHIBIT C – Medi-Cal Administrative Claiming Agreement

PROPRIETARY RIGHTS; PROTECTION OF CONFIDENTIAL INFORMATION; DATA STORAGE.

1.1. Ownership. LEA and LEC acknowledges that PCG owns the System Service, that the System Service is not generally published, and that the System Service embodies the Confidential Information of PCG. All right, title, and interest in and to the System Service, including, without limitation, all copyrights, trade secret rights, and other intellectual property rights pertaining in and to the System Service shall remain vested in PCG and its third-party licensors. PCG acknowledges that LEA and LEC owns all of the data inputted by each LEA and LEC User and any and all reports produced as a result of using the System Service. LEA and LEC acknowledge that PCG shall have the right to aggregate any data input by LEA and LEC Users for PCG's own purposes, but shall not use or disclose personal or individual identifying information.

1.2. Confidentiality Obligations. Each Party agrees that: (i) neither Party will disclose to any third party any of the other Party's Confidential Information except to the receiving Party's employees and contractors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein; (ii) each Party will use the same degree of care it uses to maintain the confidentiality of its own information of similar importance in its possession or control, but in no event less than a reasonable degree of care; and (iii) neither Party will use or authorize the use of Confidential Information for any purpose other than to fulfill such Party's obligations hereunder. Each Party agrees that neither Party will disclose to any third party any of the terms of this Agreement, which will be treated as Confidential Information, except to the receiving Party's employees, contractors, and advisors with a need to know and who have agreed in writing to confidentiality obligations substantially the same as those set forth herein, and neither Party will use the terms of this Agreement for any purpose other than to fulfill such Party's obligations under this Agreement, except as either Party is otherwise required by law. The Parties may modify these obligations through express written agreements.

This section is referenced in Section 13.

PACIFIC ELEMENTARY SCHOOL
DAVENPORT, California

RESOLUTION # 2016-09
AUTHORIZING THE DISSOLUTION OF A CAFETERIA ENTERPRISE FUND OR
FUND 61

WHEREAS, Education Code Section 38090-38095 authorized a school district to establish an Enterprise Fund for Special Cafeteria Activities (Fund 61); and

WHEREAS, the Cafeteria Enterprise Fund was used primarily to provide services outside of normal School cafeteria functions which are no longer being conducted;

NOW, THEREFORE, BE IT RESOLVED that it is the intent of the Pacific Elementary School District Governing Board to dissolve the Enterprise fund specifically for the Friends of Food Lab and transfer funds to FUND 13 management code 9055. We will use management code 9055 to assure that funds donated to Friends of Food Lab are used appropriately and within the guidelines of FUND 13 monies.

PASSED AND ADOPTED by the Governing Board of the Pacific Elementary School District, County of Santa Cruz, State of California, this 19th day of November, 2015 by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

Eric Gross, Superintendent
Secretary, Board of Trustees

Gwyon Rhabyt
President, Board of Trustees

PACIFIC ELEMENTARY SCHOOL DISTRICT
50 Ocean Street, Davenport, CA 95017

RESOLUTION #2016-06

THE FOLLOWING RESOLUTION IS ADOPTED in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of proving child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2015/16.

RESOLUTION

BE IT RESOLVED that the Governing Board of Pacific Elementary School District authorizes entering into local agreement number CSPP 5542 and that the persons who are listed below are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Eric Gross	Superintendent/Principal	_____
Gwyann Rhabyt	School Board President	_____
Roger Knapp	School Board Member	_____
Don Croll	School Board Member	_____

PASSED AND ADOPTED THIS 19th day of November, 2015 by the Governing Board of Pacific Elementary School District of Santa Cruz County, California.

I, Eric Gross, Secretary of the Governing Board of Pacific Elementary School District, of Santa Cruz, County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a **regular meeting** thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

Eric Gross, Secretary
Board of Trustees

Date _____

PACIFIC SCHOOL DISTRICT

RESOLUTION #2016-07

Resolution To Allow District Employees To Sign Payroll and Vendor Warrant Orders and Other District Documents

WHEREAS, the Board of Trustees of Pacific Elementary School District, in order to comply with Education Code 42633 to provide Santa Cruz County Office of Education with signatures of each person authorized to sign payroll and vendor warrant orders and other district documents;

BE IT THEREFORE RESOLVED AND ORDERED that Pacific School District permits the following people to sign payroll and vendor warrant orders and other district documents:

Eric Gross, Superintendent/Principal
Elizabeth Andrews, Administrative Assistant
Roger Knapp, Trustee
Gwyon Rhabyt, Trustee
Don Croll, Trustee

NOW, THEREFORE, BE IT RESOLVED that the following are the true signatures of hand of the above authorized employees:

Gywan Rhabyt, Board President

Don Croll, Trustee

Roger Knapp, Trustee

Eric Gross,
Superintendent/Principal

Elizabeth Andrews, Administrative Assistant

PASSED AND ADOPTED by the Board of Trustees of Pacific School District, County of Santa Cruz, State of California, this 19th day of November, 2015, by the following vote:

Ayes: _____ Nays: _____

Absent: _____ Abstain: _____

**PACIFIC ELEMENTARY SCHOOL DISTRICT
50 OCEAN STREET
DAVENPORT, CALIFORNIA 95017**

RESOLUTION # 2016-08

**Resolution To Allow District Employees To Pick up
Payroll and Vendor Warrants and Other District Documents**

WHEREAS, the Board of Trustees of the Pacific Elementary School District, in order to provide Santa Cruz County Office of Education with signatures of each person authorized to pick up payroll and vendor warrant orders and other district documents;

BE IT THEREFORE RESOLVED AND ORDERED that the Pacific School District permits the following people to deliver and pick up deposits, payroll, vendor warrant orders, and other district documents:

Gwyan Rhabyt, School Board President
Eric Gross, Principal/Superintendent
Mary Tierney, Secretary
Elizabeth Andrews, Administrative Assistant
Candace Tanner, Office Aide

NOW, THEREFORE, BE IT RESOLVED that the following are the true signatures of hand of the above authorized employees:

Gwyan Rhabyt, Board President

Eric Gross, Principal/Superintendent

Elizabeth Andrews,
Administrative Assistant

Mary Tierney, Secretary

Candace Tanner, Office Aide

PASSED AND ADOPTED by the Board of Trustees of Pacific School District, County of Santa Cruz, State of California, this 19th day of November 2015, by the following vote:

Ayes: _____ Nays: _____

Absent: _____ Abstain: _____

Signature: _____
Gwyan Rhabyt
Board President

Date

Attest: _____
Eric Gross
Secretary, Board of Trustees

Date