

Pacific Elementary School District

Board of Trustees Meeting
Tuesday, October 17th, 2017 @ 4:00 PM
Pacific Elementary School, Davenport, CA

Pacific School Mission Statement

Pacific School's mission is to prepare children for life through experiential learning that addresses the needs of the whole child. We create a safe and secure school environment that promotes social and academic growth and develops an enthusiasm for learning, a positive self-image, and cross-cultural understanding.

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.

Meeting facilities are accessible to persons with disabilities. By request, alternative agenda document formats are available to persons with disabilities. To arrange an alternative agenda document format or to arrange aid or services to modify or accommodate persons with a disability to participate in a public meeting, please provide a written request to: Eric Gross, Superintendent/Principal at the Pacific School District Office at least three working days prior to any public meeting.

Board Meeting Agenda

1. OPENING PROCEDURES FOR OPEN SESSION

- 1.1. Call to Order
- 1.2. Roll Call & Establishment of Quorum
 - 1.2.1. Gwyan Rhabyt, Board President
 - 1.2.2. Don Croll, Board Trustee
 - 1.2.3. Cari Napoles, Board Trustee
- 1.3. Oath of Office – President Rhabyt will administer the Oath of Office to incoming Trustee, Ms. Napoles.
- 1.4. Approval of the agenda for October 17th, 2017
 - 1.4.1. Agenda deletions, additions, or changes of sequence

2. PUBLIC COMMENTS

- 2.1. For items not on the agenda, this is an opportunity for the public to address the board directly related to school business. The Board President may allot time to those wishing to speak, but no action will be taken on matters presented (EC §35145.5).
- 2.2. 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.

3. REPORTS

- 3.1. Superintendent Report
- 3.2. Board Member Reports
- 3.3. School Site Council Report

- 3.4. Parents Club Report
- 4. **CONSENT AGENDA:** These matters may be passed by one roll call motion. Board Members may remove items from the agenda for a separate discussion and vote.
 - 4.1. Approval of Minutes of the Board Meeting on: September 19th, 2017
 - 4.2. Approval of Warrant Registers
 - 4.3. County CAASPP report
 - 4.4. Data Sharing MOU
 - 4.5. Education Funding Fact Sheet & addendum for PESD
 - 4.6. Continuing Funding Application for State Preschool Funds
- 5. **PUBLIC HEARINGS**
 - 5.1.
- 6. **BOARD RESOLUTIONS**
 - 6.1. Resolution 2018-3 Sate Preschool Contract
- 7. **ITEMS TO BE TRANSACTED AND/OR DISCUSSED**
 - 7.1. Approval of Board Policies, Administrative Regulations, Board Bylaws, & Exhibits
 - 7.1.1. BPs & ARs 4154, 4254, 4354 Health & Welfare Benefits
 - 7.1.2. BPs & ARs 4115, 4215, & 4315 Evaluation/Supervision
 - 7.1.3. BP 4312.1 Contracts
 - 7.1.4. BP & AR 4116 Probationary/Permanent Status
 - 7.2. Withdrawal of Board Policies, Administrative Regulations, Board Bylaws, & Exhibits
 - 7.2.1. BP 4117.3 Personnel Reduction
 - 7.2.2. BP & AR 4118 Dismissal/Suspension/Disciplinary Action
 - 7.2.3. BP 4143 & 4243 Negotiations/Consultation
 - 7.2.4. BP & AR 4143.1 Public Notice – Personnel Negotiations
 - 7.3. Immunizations – Staff will report on immunization rates for 2017-18
- 8. **SCHEDULE OF COMING EVENTS**
 - 8.1. Next Regular Board Meeting: November 21st, 2017
- 9. **CLOSED SESSION**
 - 9.1.
- 10. **REPORT OF ACTIONS TAKEN IN CLOSED SESSION**
- 11. **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 any back-up materials, may be viewed or downloaded online: <http://www.pacificesd.org/governance.html> or may be viewed at the school: 50 Ocean St. Davenport CA 95017.

Translation Requests: Spanish language translation is available on an as-needed basis.
Solicitudes de Traducción: Traducciones del inglés al español y del español al inglés están disponibles en las sesiones de la mesa directiva.

Pacific Elementary School District

Board of Trustees Meeting
Tuesday, September 19th, 2017 @ 4:00 PM
Pacific Elementary School, Davenport, CA

Pacific School Mission Statement

Pacific School's mission is to prepare children for life through experiential learning that addresses the needs of the whole child. We create a safe and secure school environment that promotes social and academic growth and develops an enthusiasm for learning, a positive self-image, and cross-cultural understanding.

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.

Meeting facilities are accessible to persons with disabilities. By request, alternative agenda document formats are available to persons with disabilities. To arrange an alternative agenda document format or to arrange aid or services to modify or accommodate persons with a disability to participate in a public meeting, please provide a written request to: Eric Gross, Superintendent/Principal at the Pacific School District Office at least three working days prior to any public meeting.

Board Meeting Minutes

1. OPENING PROCEDURES FOR OPEN SESSION

- 1.1. Call to Order – 4:06 p.m.
- 1.2. Roll Call & Establishment of Quorum
 - 1.2.1. Gwyan Rhabyt, Board President – arrived 5:15 p.m.
 - 1.2.2. Don Croll, Board Trustee - present
 - 1.2.3. Cari Napoles, Board Trustee - present

Others present: Samira Hartje, Elizabeth Andrews, Eric Gross

- 1.3. Oath of Office – President Rhabyt will administer the Oath of Office to incoming Trustee, Ms. Napoles. - Not applicable
- 1.4. Approval of the agenda for September 19th, 2017
 - 1.4.1. Agenda deletions, additions, or changes of sequence

Approved with no changes. Mr. Croll moved, Ms. Napoles seconded. 2 in favor, 0 opposed, 0 abstentions, 1 absence

2. PUBLIC COMMENTS

- 2.1. For items not on the agenda, this is an opportunity for the public to address the board directly related to school business. The Board President may allot time to those wishing to speak, but no action will be taken on matters presented (EC §35145.5).
- 2.2. 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.

3. REPORTS

3.1. Superintendent Report

Mr. Gross has attended two meetings about housing for teachers. One option is called Landed, in which the investors maintain an ownership interest in the house in exchange for paying the down payment. Another option is called COPA. They work with churches that have extra land.

The Arts Council gave us two SPECTRA grants, one for IS Theater for \$500 and one for Chorus for \$1500. Mr. Gross is also looking into getting UCSC arts interns to teach art classes to our students.

There was an article about FoodLab and Farm-to-Table in Edible Monterey Bay Magazine.

Mr. Gross has been trying to get someone to fix the cracks in the slide.

3.2. Board Member Reports

Mr. Croll observed a creek study led by an outside organization.

3.3. School Site Council Report:

Will be meeting this week.

3.4. Parents Club Report:

Met last week. Turnout was about a dozen parents and the meeting was straight-forward.

4. CONSENT AGENDA: These matters may be passed by one roll call motion. Board Members may remove items from the agenda for a separate discussion and vote.

4.1. Approval of Minutes of the Board Meeting on: August 15th, 2017

4.2. Approval of Warrant Registers

4.3. Preschool's outside evaluation on the ECERS tool

4.4. Santa Cruz County College Commitment Memorandum Of Understanding for Sharing Data

4.5. Phi Delta Kappan Poll 2017

4.6. Approval of Section 125 Plan

4.7. Integrated Pest Management (IPM) Plan

4.8. GASB 68

4.9. County Office of Education Approval of 2017-18 Budget & LCAP

Mr. Gross reviewed the integrated pest management plan. He also commented on the ECERS tool – the preschool improved about a half a point. Approved the consent agenda with no changes. Mr. Croll moved, Ms. Napoles seconded. 2 in favor, 0 opposed, 0 abstentions, 1 absence.

5. PUBLIC HEARINGS

5.1. Sufficiency of Instructional Materials

Hearing opened at 4:30 p.m. Ms. Hartje is positively impressed with the benchmark readers. Hearing closed at 4:32 p.m.

6. BOARD RESOLUTIONS

6.1. Resolution 2018-1 Sufficiency of Instructional Materials

Resolved to approve resolution 2018-1 with no changes. Mr. Croll moved, Ms. Napoles seconded. 2 in favor, 0 opposed, 0 abstentions, 1 absence.

6.2. Resolution 2018-2 Adopting the Gann Limit

Resolved to approve resolution 2018-2 with no changes. Mr. Croll moved, Ms. Napoles seconded. 2 in favor, 0 opposed, 0 abstentions, 1 absence.

7. ITEMS TO BE TRANSACTED AND/OR DISCUSSED

7.1. Approval of Board Policies, Administrative Regulations, Board Bylaws, & Exhibits

7.1.1. BP 1325 Advertising & Promotion

There was a discussion about the history and current practice of advertising, promotion, and acknowledgment of donations. The Board selected the limited public option. Option 1 – yes. 2 – yes. 3 – no. 4 – no. 5 – yes. All of criteria 1-8 included. Approved as described. Mr. Croll moved. Ms. Napoles seconded. 3 in favor, 0 opposed, 0 abstentions, 0 absences.

7.1.2. BP & AR 5148 Child Care And Development

Approved as presented. Mr. Croll moved. Ms. Napoles seconded. 3 in favor, 0 opposed, 0 abstentions, 0 absences.

7.1.3. BP 5111.3 Protection of Undocumented

Approved as presented. Mr. Croll moved. Ms. Napoles seconded. 3 in favor, 0 opposed, 0 abstentions, 0 absences.

7.1.4. AR 5148.3 Preschool/Early Childhood Education

Approved as presented. Mr. Croll moved. Ms. Napoles seconded. 3 in favor, 0 opposed, 0 abstentions, 0 absences.

7.2. Withdrawal of Board Policies, Administrative Regulations, Board Bylaws, & Exhibits

7.2.1. BP & AR 3111 Deferred Maintenance Funds

Agreed to withdraw BP & AR 3111. Mr. Croll moved, Ms. Napoles seconded. 2 in favor, 0 opposed, 0 abstentions, 1 absence.

7.3. Enrollment – Staff will share updated enrollment numbers for the start of the 2017-18 school year

Our enrollment is low in preschool and I.S. Total K-6 enrollment is 120, which is about what was budgeted. There was some discussion about preschool enrollment and its impacts on the preschool budget.

7.4. Budget

7.4.1. Unaudited Actuals

Ms. Andrews presented the unaudited actuals. Based on the unaudited actuals, it appears that in 2016-17, after subtracting prop 39 revenues are subtracted, Fund 1 revenues were

approximately \$5,000 greater than expenses.

7.4.2. Gann Limit – The Board discussed the Gann limit calculation

7.4.3. Education Protection Account - The Board discussed the Education Protection Account spending

7.5. Facilities -- Staff will provide an update on facilities projects

7.5.1. Proposition 39:

7.5.1.1. Furnaces

The new furnaces will be installed soon. This will entail a giant crane being parked on the blacktop for a day.

7.5.1.2. Photovoltaic Solar Panels

The photovoltaic panels will be installed on the two new buildings.

7.5.2. Roof Repair: FEMA or Insurance

FEMA and our insurance are discussing who is going to pay for the roof repair. Mr. Rhabyt suggested approaches to speeding the process along.

7.5.3. County (Green Schools): hydration station

The county is being very slow to process this grant.

7.5.4. Electrical repair in room 3

There was a repair to the wiring in room 3.

7.5.5. Bond funded projects

The street should be striped by the dumpsters because it is fire lane. There is a drainage issue with the new buildings. Mr. Gross has been trying to get the contractors to fix these things. There will be a meeting on Friday to discuss solutions.

7.6. CAASPP Results from Spring 2017

The results are still embargoed.

7.7. Superintendent's Evaluation Goals

Mr. Gross presented a draft of Superintendent's Evaluation Goals, which was revised incorporating the feedback from the previous discussion of the document. The Board discussed the draft. In particular, there was discussion about the best use of CAASSP scores. Mr. Croll volunteered to research the topic in greater detail.

8. SCHEDULE OF COMING EVENTS

8.1. Next Regular Board Meeting: October 17th, 2017

9. CLOSED SESSION

9.1. Public Employee Appointment (Section 54957)

9.1.1. Instructional Assistant

10. REPORT OF ACTIONS TAKEN IN CLOSED SESSION

The hire of the instructional assistant was approved.

11. ADJOURNMENT - 6:45 p.m.

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 any back-up materials, may be viewed or downloaded online: <http://www.pacificesd.org/governance.html> or may be viewed at the school: 50 Ocean St. Davenport CA 95017.

Translation Requests: Spanish language translation is available on an as-needed basis.

Solicitudes de Traducción: *Traducciones del inglés al español y del español al inglés están disponibles en las sesiones de la mesa directiva.*

**MEMORANDUM OF
UNDERSTANDING**

Between the

Bonny Dean Union Elementary
(School District)

And the

**SANTA CRUZ COUNTY
SUPERINTENDENT OF
SCHOOLS**

**Regarding
DATA SHARING SERVICES**

This **Memorandum of Understanding ("MOU")** is entered into this 18 **th day of September 2017**, by and between the **SANTA CRUZ COUNTY SUPERINTENDENT OF SCHOOLS ("SCCOE")**, and the **SCHOOL DISTRICT ("LEA"** and collectively, **"Parties")**.

WHEREAS, SCCOE and the LEA are entering into this MOU in order to facilitate and acknowledge the mutual sharing of data and integration between data management systems, as appropriate to improve efficiencies, establish responsibilities and fee structure between Parties; and

WHEREAS, the Parties wish to protect the privacy of pupil records, and to comply with any applicable privacy statutes, including FERPA, AB 1584 and SOPIPA; and

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of SCCOE and LEA with respect to data collected or retained by the LEA and/or by SCCOE.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

1. Specific Agreement and Rate: The terms and conditions of this MOU govern all occasions on which data sharing occurs between the SCCOE and the LEA during the term of this Agreement.
2. SCCOE Responsibilities: SCCOE shall help ensure Data available can only be viewed or accessed by parties legally allowed to do so, and as agreed upon by LEA.
3. LEA Responsibilities: LEA shall provide data extracts or permission access from the LEA's student information (via non-identifiable student ID numbers) or other systems in order for the SCCOE to provide services. Data extracts will be provided electronically by the LEA to SCCOE.
 3. (i) The LEA shall designate those individuals who can: (a) Transmit data to SCCOE; (b) Request Release of data to the LEA or to third parties; or (c) Request extracts or data analysis to the LEA's data. The Data provided by the LEA shall include data relevant to the purpose of this MOU or specific system requirements.
 3. (ii) LEA shall be responsible for determining who has access to system. LEA shall also be responsible for determining and communicating to SCCOE the roles and responsibilities

of each person with said access, including the person who is responsible for maintaining the account.

4. Applicable Law: The sharing of Data under this MOU will from time to time include the collection and maintenance by the SCCOE of educational records that contain personally identifiable information on students and/or staff of the LEA. SCCOE is bound by the same regulations and laws for access and management of this Data, and will conform to all legal requirements. SCCOE and the LEA agree that the disclosure of information under this MOU complies with the requirements of Education Code sections 49076 and 49076.5, as amended by AB 732 and A B 1584, the Family Educational Rights and Privacy Act ("FERPA") (20

U.S.C. § 1232g; 34 CFR Part 99, as amended), Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), Student Online Personal Information Protection Act ("SOPIPA") (California Business and Professions Code section 22584), and other state and federal laws and regulations regarding educational records.

Both Parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both Parties agree to maintain full compliance with such requirements. Without limitation to the foregoing, SCCOE and the LEA additionally agree that aggregated (non-individually identifiable) data may be reported upon or shared as allowable by law.

5. Ownership of Data: SCCOE and the LEA agree that the LEA will continue to maintain ownership of its source data. SCCOE agrees that it will not alter the LEA's source data without explicit authorization from the LEA, and is not responsible for any errors therein. SCCOE shall not be responsible for the type or quality of the data provided by the LEA, and SCCOE makes no warranty as to the Data itself. The LEA understands that though SCCOE may notify it of issues it discovers with the source data, the LEA is responsible for any corrections required to its own data or will authorize SCCOE to make explicit change(s). The LEA acknowledges that accurate reports rely upon accurate source data being maintained by the LEA. Each party owns or controls its data systems and the work product generated by such systems.
6. Prohibited Use of Data: Except as otherwise permitted by the terms of this Agreement, SCCOE shall not use the data supplied to it in an unauthorized manner. Specifically, SCCOE shall not sell or release student data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this Agreement.
7. Data Security: Both Parties agree to maintain appropriate security protocols in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by Parties legally allowed to do so. SCCOE shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of data requests by the LEA. SCCOE shall provide the LEA with contact information for the person at SCCOE who the LEA may contact if the LEA has security concerns or questions. Where applicable, SCCOE will require unique account identifiers, user names and passwords that must be entered each time user signs in.
8. Data Breach Notification: Upon becoming aware of any unlawful or unauthorized access to Student and/or Staff Data stored on Equipment used by SCCOE or in facilities used by SCCOE, SCCOE will take the following measures:

8. (i) Promptly notify the LEA of the suspected or actual incident, including the type of data subject to the unauthorized access.
- 8.(ii) Promptly investigate the incident and provide the LEA with detailed information regarding the incident, including the identity of the affected users, and the estimated date of the breach.
- 8.(iii) Assist the LEA in notifying either the student or their legal guardian, and take commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident.
9. Outside Agencies:
 9. (i) Additionally, the LEA and SCCOE may have the periodic needs to share data, as legally allowed, with university and social science/education researchers for academic purposes to allow researchers to collaborate with the LEA and SCCOE or to perform relevant research studies. SCCOE shall notify the LEA in writing of the following: (1) The identity of the researchers of organizations to whom the data will be transmitted; (2) Provide contracts when requested, which shall include provisions binding the researcher to the terms of this MOU; and (3) the types of data to be transmitted; and (4) the manner in which the data shall be de-identified or aggregated.
 - 9.(ii) SCCOE agrees that no data will be made accessible to any such agency for any purpose other than those limited to the data required and relevant to the program's services, and only under conditions allowed by law.
 - 9.(iii) SCCOE may be required by subpoena or other lawfully issued order to divulge student data to law enforcement or other reviewing agency. When permitted by the requesting agency, SCCOE shall provide the LEA with notice of the request and types of information requested. Both SCCOE and the LEA have periodic needs to share student data, as legally allowed, with public agencies (including the California Department of Education) needing access to such data to provide services to students. SCCOE and the LEA understand that the sharing of data for use in such systems will greatly streamline the process of getting important services to students.
10. Independent Contractors: Both Parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the Parties' systems, and by state and federal law governing such access.
11. Indemnification/Liability: SCCOE and the LEA agree to mutually indemnify against claims against their respective agencies as a result of any or all actions, claims, damages and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors or omissions of the other party. The Parties further agree that each shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this agreement. SCCOE shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by the LEA that is in conformity with the procedures set forth in this MOU. The LEA specific assignments pursuant to an Attachment to this MOU may be subject to specific indemnification clauses contained within the attachments to this MOU.
12. Severability: If any provision of this MOU is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.

13. Term of the Agreement: This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the Parties. LEA understands that this agreement is part of an effort to standardize data sharing and management between SCCOE and all districts it serves, and as such, every Effort will be made to maintain a common agreement across all agencies. Notwithstanding the foregoing, this MOU shall terminate five (5) years after the effective date above.
14. Termination: Either Party may terminate this MOU upon ninety (90) days' written notice. SCCOE certifies that Student Data shall not be retained or available to SCCOE upon expiration of the term of this MOU. SCCOE shall work with LEA for the orderly transfer and disposition of Student Data. SCCOE shall also destroy or return to the LEA all Student Data obtained, pursuant to this MOU when such Student Data are no longer required for the MOU, or within a reasonable time.
15. Dispute Resolution: In the event of a dispute between any party to this MOU, the parties shall attempt to resolve their disputes informally, in discussions involving the decision-makers for each of the parties. If these discussions are not successful, the parties shall retain a mediator to resolve the dispute with the mediation to be held within 90 days of the date the dispute arises. If mediation is not successful, either party shall have the right to bring the dispute before the Santa Cruz County Superior Court.

IN WITNESS WHEREOF, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of Santa Cruz, State of California.

SANTA CRUZ COUNTY
SUPERINTENDENT OF SCHOOLS

By: SCCOS
Name: M. J. W. [Signature]
Title: Superintendent
Dated: 9/24/17

SCHOOL DISTRICT Bonny Doon UESD
ADDRESS 1492 Pine Flat Rd.
CITY, ZIP Santa Cruz, CA 95060
By: [Signature]
Name: Stephanie Siddens
Title: Superintendent/Principal
Dated: 9/18/17

Attachment 1

Santa Cruz County Office of
Education Data Sharing Contact

List

(Please complete and return with
MOU)

District Name: Bonny Dawn Union Elem. School District

Executive Contact:

Name: Stephanie Siddens Email Address: ssiddens@bdunesd.org
Title: Superintendent/Principal Phone Number: 831-427-2800

Assessment Contact:

Name: see above Email Address: _____
Title: _____ Phone Number: _____

CALPADS Contact:

Name: Cyndy Cote Email Address: ccote@bdunesd.org
Title: Assistant to the Superintendent Phone Number: 831-427-2300

Student Information System Contact:

Name: Cyndy Cote Email Address: _____
Title: _____ Phone Number: _____

**MEMORANDUM OF
UNDERSTANDING**

Between the
Happy Valley
(School District)
And the

**SANTA CRUZ COUNTY
SUPERINTENDENT OF
SCHOOLS**

**Regarding
DATA SHARING SERVICES**

This Memorandum of Understanding ("MOU") is entered into this 20th day of September 2017, by and between the SANTA CRUZ COUNTY SUPERINTENDENT OF SCHOOLS ("SCCOE"), and the SCHOOL DISTRICT ("LEA" and collectively, "Parties").

WHEREAS, SCCOE and the LEA are entering into this MOU in order to facilitate and acknowledge the mutual sharing of data and integration between data management systems, as appropriate to improve efficiencies, establish responsibilities and fee structure between Parties; and

WHEREAS, the Parties wish to protect the privacy of pupil records, and to comply with any applicable privacy statutes, including FERPA, AB 1584 and SOPIPA; and

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of SCCOE and LEA with respect to data collected or retained by the LEA and/or by SCCOE.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

1. Specific Agreement and Rate: The terms and conditions of this MOU govern all occasions on which data sharing occurs between the SCCOE and the LEA during the term of this Agreement.
2. SCCOE Responsibilities: SCCOE shall help ensure Data available can only be viewed or accessed by parties legally allowed to do so, and as agreed upon by LEA.
3. LEA Responsibilities: LEA shall provide data extracts or permission access from the LEA's student information (via non-identifiable student ID numbers) or other systems in order for the SCCOE to provide services. Data extracts will be provided electronically by the LEA to SCCOE.
 3. (i) The LEA shall designate those individuals who can: (a) Transmit data to SCCOE; (b) Request Release of data to the LEA or to third parties; or (c) Request extracts or data analysis to the LEA's data. The Data provided by the LEA shall include data relevant to the purpose of this MOU or specific system requirements.
 3. (ii) LEA shall be responsible for determining who has access to system. LEA shall also be responsible for determining and communicating to SCCOE the roles and responsibilities

of each person with said access, including the person who is responsible for maintaining the account.

4. Applicable Law: The sharing of Data under this MOU will from time to time include the collection and maintenance by the SCCOE of educational records that contain personally identifiable information on students and/or staff of the LEA. SCCOE is bound by the same regulations and laws for access and management of this Data, and will conform to all legal requirements. SCCOE and the LEA agree that the disclosure of information under this MOU complies with the requirements of Education Code sections 49076 and 49076.5, as amended by AB 733 and A B 1584 , the Family Educational Rights and Privacy Act ("FERPA") (20

U.S.C. § 1232g; 34 CFR Part 99, as amended), Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), Student Online Personal Information Protection Act ("SOPIPA") (California Business and Professions Code section 22584), and other state and federal laws and regulations regarding educational records.

Both Parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both Parties agree to maintain full compliance with such requirements. Without limitation to the foregoing, SCCOE and the LEA additionally agree that aggregated (non-individually identifiable) data may be reported upon or shared as allowable by law.

5. Ownership of Data: SCCOE and the LEA agree that the LEA will continue to maintain ownership of its source data. SCCOE agrees that it will not alter the LEA's source data without explicit authorization from the LEA, and is not responsible for any errors therein. SCCOE shall not be responsible for the type or quality of the data provided by the LEA, and SCCOE makes no warranty as to the Data itself. The LEA understands that though SCCOE may notify it of issues it discovers with the source data, the LEA is responsible for any corrections required to its own data or will authorize SCCOE to make explicit change(s). The LEA acknowledges that accurate reports rely upon accurate source data being maintained by the LEA. Each party owns or controls its data systems and the work product generated by such systems.
6. Prohibited Use of Data: Except as otherwise permitted by the terms of this Agreement, SCCOE shall not use the data supplied to it in an unauthorized manner. Specifically, SCCOE shall not sell or release student data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this Agreement.
7. Data Security: Both Parties agree to maintain appropriate security protocols in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by Parties legally allowed to do so. SCCOE shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of data requests by the LEA. SCCOE shall provide the LEA with contact information for the person at SCCOE who the LEA may contact if the LEA has security concerns or questions. Where applicable, SCCOE will require unique account identifiers, user names and passwords that must be entered each time user signs in
8. Data Breach Notification: Upon becoming aware of any unlawful or unauthorized access to Student and/or Staff Data stored on Equipment used by SCCOE or in facilities used by SCCOE, SCCOE will take the following measures:

8. (i) Promptly notify the LEA of the suspected or actual incident, including the type of data subject to the unauthorized access.
 - 8.(ii) Promptly investigate the incident and provide the LEA with detailed information regarding the incident, including the identity of the affected users, and the estimated date of the breach.
 - 8.(iii) Assist the LEA in notifying either the student or their legal guardian, and take commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident,
9. Outside Agencies:
9. (i) Additionally, the LEA and SCCOE may have the periodic needs to share data, as legally allowed, with university and social science/education researchers for academic purposes to allow researchers to collaborate with the LEA and SCCOE or to perform relevant research studies. SCCOE shall notify the LEA in writing of the following: (1) The identity of the researchers of organizations to whom the data will be transmitted; (2) Provide contracts when requested, which shall include provisions binding the researcher to the terms of this MOU; and (3) the types of data to be transmitted; and (4) the manner in which the data shall be de-identified or aggregated.
 - 9.(ii) SCCOE agrees that no data will be made accessible to any such agency for any purpose other than those limited to the data required and relevant to the program's services, and only under conditions allowed by law.
 - 9.(iii) SCCOE may be required by subpoena or other lawfully issued order to divulge student data to law enforcement or other reviewing agency. When permitted by the requesting agency, SCCOE shall provide the LEA with notice of the request and types of information requested. Both SCCOE and the LEA have periodic needs to share student data, as legally allowed, with public agencies (including the California Department of Education) needing access to such data to provide services to students. SCCOE and the LEA understand that the sharing of data for use in such systems will greatly streamline the process of getting important services to students.
10. Independent Contractors: Both Parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the Parties' systems, and by state and federal law governing such access.
11. Indemnification/Liability: SCCOE and the LEA agree to mutually indemnify against claims against their respective agencies as a result of any or all actions, claims, damages and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors or omissions of the other party. The Parties further agree that each shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this agreement. SCCOE shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by the LEA that is in conformity with the procedures set forth in this MOU. The LEA specific assignments pursuant to an Attachment to this MOU may be subject to specific indemnification clauses contained within the attachments to this MOU.
12. Severability: If any provision of this MOU is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.

13. Term of the Agreement: This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the Parties. LEA understands that this agreement is part of an effort to standardize data sharing and management between SCCOE and all districts it serves, and as such, every Effort will be made to maintain a common agreement across all agencies. Notwithstanding the foregoing, this MOU shall terminate five (5) years after the effective date above.
14. Termination: Either Party may terminate this MOU upon ninety (90) days' written notice. SCCOE certifies that Student Data shall not be retained or available to SCCOE upon expiration of the term of this MOU. SCCOE shall work with LEA for the orderly transfer and disposition of Student Data. SCCOE shall also destroy or return to the LEA all Student Data obtained, pursuant to this MOU when such Student Data are no longer required for the MOU, or within a reasonable time.
15. Dispute Resolution: In the event of a dispute between any party to this MOU, the parties shall attempt to resolve their disputes informally, in discussions involving the decision-makers for each of the parties. If these discussions are not successful, the parties shall retain a mediator to resolve the dispute with the mediation to be held within 90 days of the date the dispute arises. If mediation is not successful, either party shall have the right to bring the dispute before the Santa Cruz County Superior Court.

IN WITNESS WHEREOF, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of Santa Cruz, State of California.

SANTA CRUZ COUNTY
SUPERINTENDENT OF SCHOOLS

By: SCCOE
Name: [Signature]
Title: Superintendent
Dated: 9/20/17

SCHOOL DISTRICT
ADDRESS
CITY, ZIP

By: Happy Valley
Name: Michelle McKinney
Title: Superintendent / Principal
Dated: 9/20/17

Attachment 1

Santa Cruz County Office of
Education Data Sharing Contact

List

(Please complete and return with
MOU)

District Name: Happy Valley

Executive Contact:

Name: Michelle McKinney Email Address: m.mckinney@hvesd.com
Title: Supt / Principal Phone Number: 429-1456

Assessment Contact:

Name: See above Email Address: _____
Title: _____ Phone Number: _____

CALPADS Contact:

Name: Paige Lynd Email Address: plynd@hvesd.com
Title: Admin Asst. Phone Number: 429-1456

Student Information System Contact:

Name: Donna Walker Email Address: dwalker@hvesd.com
Title: Office asst. Phone Number: 429-1456

**MEMORANDUM OF
UNDERSTANDING**

**Between the Live Oak
School District
And the**

**SANTA CRUZ COUNTY
SUPERINTENDENT OF
SCHOOLS**

**Regarding
DATA SHARING SERVICES**

This Memorandum of Understanding ("MOU") is entered into this 20th day of September 2017, by and between the SANTA CRUZ COUNTY SUPERINTENDENT OF SCHOOLS ("SCCOE"), and the SCHOOL DISTRICT ("LEA" and collectively, "Parties").

WHEREAS, SCCOE and the LEA are entering into this MOU in order to facilitate and acknowledge the mutual sharing of data and integration between data management systems, as appropriate to improve efficiencies, establish responsibilities and fee structure between Parties; and

WHEREAS, the Parties wish to protect the privacy of pupil records, and to comply with any applicable privacy statutes, including FERPA, AB 1584 and SOPIPA; and

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of SCCOE and LEA with respect to data collected or retained by the LEA and/or by SCCOE.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

1. Specific Agreement and Rate: The terms and conditions of this MOU govern all occasions on which data sharing occurs between the SCCOE and the LEA during the term of this Agreement.
2. SCCOE Responsibilities: SCCOE shall help ensure Data available can only be viewed or accessed by parties legally allowed to do so, and as agreed upon by LEA.
3. LEA Responsibilities: LEA shall provide data extracts or permission access from the LEA's student information (via non-identifiable student ID numbers) or other systems in order for the SCCOE to provide services. Data extracts will be provided electronically by the LEA to SCCOE.
 3. (i) The LEA shall designate those individuals who can: (a) Transmit data to SCCOE; (b) Request Release of data to the LEA or to third parties; or (c) Request extracts or data analysis to the LEA's data. The Data provided by the LEA shall include data relevant to the purpose of this MOU or specific system requirements.
 3. (ii) LEA shall be responsible for determining who has access to system. LEA shall also be responsible for determining and communicating to SCCOE the roles and responsibilities of each person with said access, including the person who is responsible for maintaining

the account.

4. Applicable Law: The sharing of Data under this MOU will from time to time include the collection and maintenance by the SCCOE of educational records that contain personally identifiable information on students and/or staff of the LEA. SCCOE is bound by the same regulations and laws for access and management of this Data, and will conform to all legal requirements. SCCOE and the LEA agree that the disclosure of information under this MOU complies with the requirements of Education Code sections 49076 and 49076.5, as amended by AB 733 and A B 1584 , the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99, as amended), Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), Student Online Personal Information Protection Act ("SOPIPA") (California Business and Professions Code section 22584), and other state and federal laws and regulations regarding educational records.

Both Parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both Parties agree to maintain full compliance with such requirements. Without limitation to the foregoing, SCCOE and the LEA additionally agree that aggregated (non-individually identifiable) data may be reported upon or shared as allowable by law.

5. Ownership of Data: SCCOE and the LEA agree that the LEA will continue to maintain ownership of its source data. SCCOE agrees that it will not alter the LEA's source data without explicit authorization from the LEA, and is not responsible for any errors therein. SCCOE shall not be responsible for the type or quality of the data provided by the LEA, and SCCOE makes no warranty as to the Data itself. The LEA understands that though SCCOE may notify it of issues it discovers with the source data, the LEA is responsible for any corrections required to its own data or will authorize SCCOE to make explicit change(s). The LEA acknowledges that accurate reports rely upon accurate source data being maintained by the LEA. Each party owns or controls its data systems and the work product generated by such systems.
6. Prohibited Use of Data: Except as otherwise permitted by the terms of this Agreement, SCCOE shall not use the data supplied to it in an unauthorized manner. Specifically, SCCOE shall not sell or release student data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this Agreement.
7. Data Security: Both Parties agree to maintain appropriate security protocols in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by Parties legally allowed to do so. SCCOE shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of data requests by the LEA. SCCOE shall provide the LEA with contact information for the person at SCCOE who the LEA may contact if the LEA has security concerns or questions. Where applicable, SCCOE will require unique account identifiers, user names and passwords that must be entered each time user signs in
8. Data Breach Notification: Upon becoming aware of any unlawful or unauthorized access to Student and/or Staff Data stored on Equipment used by SCCOE or in facilities used by SCCOE, SCCOE will take the following measures:

8. (i) Promptly notify the LEA of the suspected or actual incident, including the type of data

subject to the unauthorized access.

8.(ii) Promptly investigate the incident and provide the LEA with detailed information regarding the incident, including the identity of the affected users, and the estimated date of the breach.

8.(iii) Assist the LEA in notifying either the student or their legal guardian, and take commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident,

9. Outside Agencies:

9. (i) Additionally, the LEA and SCCOE may have the periodic needs to share data, as legally allowed, with university and social science/education researchers for academic purposes to allow researchers to collaborate with the LEA and SCCOE or to perform relevant research studies. SCCOE shall notify the LEA in writing of the following: (1) The identity of the researchers of organizations to whom the data will be transmitted; (2) Provide contracts when requested, which shall include provisions binding the researcher to the terms of this MOU; and (3) the types of data to be transmitted; and (4) the manner in which the data shall be de-identified or aggregated.

9.(ii) SCCOE agrees that no data will be made accessible to any such agency for any purpose other than those limited to the data required and relevant to the program's services, and only under conditions allowed by law.

9.(iii) SCCOE may be required by subpoena or other lawfully issued order to divulge student data to law enforcement or other reviewing agency. When permitted by the requesting agency, SCCOE shall provide the LEA with notice of the request and types of information requested. Both SCCOE and the LEA have periodic needs to share student data, as legally allowed, with public agencies (including the California Department of Education) needing access to such data to provide services to students. SCCOE and the LEA understand that the sharing of data for use in such systems will greatly streamline the process of getting important services to students.

10. Independent Contractors: Both Parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the Parties' systems, and by state and federal law governing such access.

11. Indemnification/Liability: SCCOE and the LEA agree to mutually indemnify against claims against their respective agencies as a result of any or all actions, claims, damages and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors or omissions of the other party. The Parties further agree that each shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this agreement. SCCOE shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by the LEA that is in conformity with the procedures set forth in this MOU. The LEA specific assignments pursuant to an Attachment to this MOU may be subject to specific indemnification clauses contained within the attachments to this MOU.

12. Severability: If any provision of this MOU is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.

13. Term of the Agreement: This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the Parties. LEA understands that this agreement is part of an effort to standardize data sharing and management between SCCOE and all districts it serves, and as such, every Effort will be made to maintain a common agreement across all agencies. Notwithstanding the foregoing, this MOU shall terminate five (5) years after the effective date above.
14. Termination: Either Party may terminate this MOU upon ninety (90) days' written notice. SCCOE certifies that Student Data shall not be retained or available to SCCOE upon expiration of the term of this MOU. SCCOE shall work with LEA for the orderly transfer and disposition of Student Data. SCCOE shall also destroy or return to the LEA all Student Data obtained, pursuant to this MOU when such Student Data are no longer required for the MOU, or within a reasonable time.
15. Dispute Resolution: In the event of a dispute between any party to this MOU, the parties shall attempt to resolve their disputes informally, in discussions involving the decision-makers for each of the parties. If these discussions are not successful, the parties shall retain a mediator to resolve the dispute with the mediation to be held within 90 days of the date the dispute arises. If mediation is not successful, either party shall have the right to bring the dispute before the Santa Cruz County Superior Court.

IN WITNESS WHEREOF, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of Santa Cruz, State of California.

SANTA CRUZ COUNTY
SUPERINTENDENT OF SCHOOLS

SCHOOL DISTRICT
ADDRESS
CITY, ZIP

By: SCCOE

By: _____

Name: M. Del W. K. R.

Name: [Signature]

Title: Super

Title: Superintendent

Dated: 5/29/17

Dated: 5/20/17

Attachment 1

**Santa Cruz County Office of
Education Data Sharing Contact**

List

**(Please complete and return with
MOU)**

District Name: Live Oak

Executive Contact: Superintendent

Name: Tamra Taylor

Email Address: ttaylor@losd.ca

Title: Superintendent

Phone Number: 831-475-6333 ext. 201

Assessment Contact:

Name: _____

Email Address: _____

Title: _____

Phone Number: _____

CALPADS Contact:

Name: _____

Email Address: _____

Title: _____

Phone Number: _____

Student Information System Contact:

Name: _____

Email Address: _____

Title: _____

Phone Number: _____

MEMORANDUM OF
UNDERSTANDING

Between the
MOUNTAIN VIEW
(School District)

And the

SANTA CRUZ COUNTY
SUPERINTENDENT OF
SCHOOLS

Regarding
DATA SHARING SERVICES

This Memorandum of Understanding ("MOU") is entered into this 17th day of September 2017, by and between the SANTA CRUZ COUNTY SUPERINTENDENT OF SCHOOLS ("SCCOE"), and the SCHOOL DISTRICT ("LEA" and collectively, "Parties").

WHEREAS, SCCOE and the LEA are entering into this MOU in order to facilitate and acknowledge the mutual sharing of data and integration between data management systems, as appropriate to improve efficiencies, establish responsibilities and fee structure between Parties; and

WHEREAS, the Parties wish to protect the privacy of pupil records, and to comply with any applicable privacy statutes, including FERPA, AB 1584 and SOPIPA; and

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of SCCOE and LEA with respect to data collected or retained by the LEA and/or by SCCOE.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

1. Specific Agreement and Rate: The terms and conditions of this MOU govern all occasions on which data sharing occurs between the SCCOE and the LEA during the term of this Agreement.
2. SCCOE Responsibilities: SCCOE shall help ensure Data available can only be viewed or accessed by parties legally allowed to do so, and as agreed upon by LEA.
3. LEA Responsibilities: LEA shall provide data extracts or permission access from the LEA's student information or other systems in order for the SCCOE to provide services. Data extracts will be provided electronically by the LEA to SCCOE.
 3. (i) The LEA shall designate those individuals who can: (a) Transmit data to SCCOE; (b) Request Release of data to the LEA or to third parties; or (c) Request extracts or data analysis to the LEA's data. The Data provided by the LEA shall include data relevant to the purpose of this MOU or specific system requirements.
 3. (ii) LEA shall be responsible for determining who has access to system. LEA shall also be responsible for determining and communicating to SCCOE the roles and responsibilities of each person with said access, including the person who is responsible for maintaining

the account.

4. Applicable Law: The sharing of Data under this MOU will from time to time include the collection and maintenance by the SCCOE of educational records that contain personally identifiable information on students and/or staff of the LEA. SCCOE is bound by the same regulations and laws for access and management of this Data, and will conform to all legal requirements. SCCOE and the LEA agree that the disclosure of information under this MOU complies with the requirements of Education Code sections 49076 and 49076.5, as amended by AB 733 and A B 1584, the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1252g; 34 CFR Part 99, as amended), Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), Student Online Personal Information Protection Act ("SOPPIA") (California Business and Professions Code section 22584), and other state and federal laws and regulations regarding educational records.

Both Parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both Parties agree to maintain full compliance with such requirements. Without limitation to the foregoing, SCCOE and the LEA additionally agree that aggregated (non-individually identifiable) data may be reported upon or shared as allowable by law.

5. Ownership of Data: SCCOE and the LEA agree that the LEA will continue to maintain ownership of its source data. SCCOE agrees that it will not alter the LEA's source data without explicit authorization from the LEA, and is not responsible for any errors therein. SCCOE shall not be responsible for the type or quality of the data provided by the LEA, and SCCOE makes no warranty as to the Data itself. The LEA understands that though SCCOE may notify it of issues it discovers with the source data, the LEA is responsible for any corrections required to its own data or will authorize SCCOE to make explicit change(s). The LEA acknowledges that accurate reports rely upon accurate source data being maintained by the LEA. Each party owns or controls its data systems and the work product generated by such systems.
6. Prohibited Use of Data: Except as otherwise permitted by the terms of this Agreement, SCCOE shall not use the data supplied to it in an unauthorized manner. Specifically, SCCOE shall not sell or release student data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this Agreement.
7. Data Security: Both Parties agree to maintain appropriate security protocols in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by Parties legally allowed to do so. SCCOE shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of data requests by the LEA. SCCOE shall provide the LEA with contact information for the person at SCCOE who the LEA may contact if the LEA has security concerns or questions. Where applicable, SCCOE will require unique account identifiers, user names and passwords that must be entered each time user signs in.
8. Data Breach Notification: Upon becoming aware of any unlawful or unauthorized access to Student and/or Staff Data stored on Equipment used by SCCOE or in facilities used by SCCOE, SCCOE will take the following measures:

8. (i) Promptly notify the LEA of the suspected or actual incident, including the type of data

subject to the unauthorized access.

8.(ii) Promptly investigate the incident and provide the LEA with detailed information regarding the incident, including the identity of the affected users, and the estimated date of the breach.

8.(iii) Assist the LEA in notifying either the student or their legal guardian, and take commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident.

9. Outside Agencies:

9.(i) Additionally, the LEA and SCCOE may have the periodic needs to share data, as legally allowed, with university and social science/education researchers for academic purposes to allow researchers to collaborate with the LEA and SCCOE or to perform relevant research studies. SCCOE shall notify the LEA in writing of the following: (1) The identity of the researchers or organizations to whom the data will be transmitted; (2) Provide contracts when requested, which shall include provisions binding the researcher to the terms of this MOU; and (3) the types of data to be transmitted, and (4) the manner in which the data shall be de-identified or aggregated.

9.(ii) SCCOE agrees that no data will be made accessible to any such agency for any purpose other than those limited to the data required and relevant to the program's services, and only under conditions allowed by law.

9.(iii) SCCOE may be required by subpoena or other lawfully issued order to divulge student data to law enforcement or other reviewing agency. When permitted by the requesting agency, SCCOE shall provide the LEA with notice of the request and types of information requested. Both SCCOE and the LEA have periodic needs to share student data, as legally allowed, with public agencies (including the California Department of Education) needing access to such data to provide services to students. SCCOE and the LEA understand that the sharing of data for use in such systems will greatly streamline the process of getting important services to students.

10. Independent Contractors: Both Parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the Parties' systems, and by state and federal law governing such access.

11. Indemnification/Liability: SCCOE and the LEA agree to mutually indemnify against claims against their respective agencies as a result of any or all actions, claims, damages and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors or omissions of the other party. The Parties further agree that each shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this agreement. SCCOE shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by the LEA that is in conformity with the procedures set forth in this MOU. The LEA specific assignments pursuant to an Attachment to this MOU may be subject to specific indemnification clauses contained within the attachments to this MOU.

12. Severability: If any provision of this MOU is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.

13. Term of the Agreement: This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the Parties. LEA understands that this agreement is part of an effort to standardize data sharing and management between SCCOE and all districts it serves, and as such, every effort will be made to maintain a common agreement across all agencies. Notwithstanding the foregoing, this MOU shall terminate five (5) years after the effective date above.
14. Termination: Either Party may terminate this MOU upon ninety (90) days' written notice. SCCOE certifies that Student Data shall not be retained or available to SCCOE upon expiration of the term of this MOU. SCCOE shall work with LEA for the orderly transfer and disposition of Student Data. SCCOE shall also destroy or return to the LEA all Student Data obtained, pursuant to this MOU when such Student Data are no longer required for the MOU, or within a reasonable time.
15. Dispute Resolution: In the event of a dispute between any party to this MOU, the parties shall attempt to resolve their disputes informally, in discussions involving the decision-makers for each of the parties. If these discussions are not successful, the parties shall retain a mediator to resolve the dispute with the mediation to be held within 90 days of the date the dispute arises. If mediation is not successful, either party shall have the right to bring the dispute before the Santa Cruz County Superior Court.

IN WITNESS WHEREOF, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of Santa Cruz, State of California.

SANTA CRUZ COUNTY
SUPERINTENDENT OF SCHOOLS

SCHOOL DISTRICT
ADDRESS
CITY, ZIP

By: SCCOE
Name: [Signature]
Title: Superintendent
Dated: 8/2/17

By: [Signature]
Name: Don Johnston
Title: Superintendent
Dated: 8/17/17

Attachment I

Santa Cruz County Office of
Education Data Sharing Contact
List

(Please complete and return with
MOU)

District Name: Mantain Elementary School District

Executive Contact:

Name: Diane Magnusson Email Address: dmagnusson@mantainesd.org
Title: Superintendent Phone Number: 831-475-1812 ext. 12

Assessment Contact:

Name: Sharon Espinosa* Email Address: sespinosa@mantainesd.org
Title: Office Manager Phone Number: 831-475-1812 ext. 11

CALPADS Contact:

Name: *same as above Email Address: _____
Title: _____ Phone Number: _____

Student Information System Contact:

Name: *same as above Email Address: _____
Title: _____ Phone Number: _____

**MEMORANDUM OF
UNDERSTANDING**

**Between the
Pacific Elementary
School District**

And the

**SANTA CRUZ COUNTY
SUPERINTENDENT OF
SCHOOLS**

**Regarding
DATA SHARING SERVICES**

This Memorandum of Understanding ("MOU") is entered into this 18th day of September 2017, by and between the SANTA CRUZ COUNTY SUPERINTENDENT OF SCHOOLS ("SCCOE"), and the SCHOOL DISTRICT ("LEA" and collectively, "Parties").

WHEREAS, SCCOE and the LEA are entering into this MOU in order to facilitate and acknowledge the mutual sharing of data and integration between data management systems, as appropriate to improve efficiencies, establish responsibilities and fee structure between Parties; and

WHEREAS, the Parties wish to protect the privacy of pupil records, and to comply with any applicable privacy statutes, including FERPA, AB 1584 and SOPIPA; and

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of SCCOE and LEA with respect to data collected or retained by the LEA and/or by SCCOE.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

1. Specific Agreement and Rate: The terms and conditions of this MOU govern all occasions on which data sharing occurs between the SCCOE and the LEA during the term of this Agreement.
2. SCCOE Responsibilities: SCCOE shall help ensure Data available can only be viewed or accessed by parties legally allowed to do so, and as agreed upon by LEA.
3. LEA Responsibilities: LEA shall provide data extracts or permission access from the LEA's student information or other systems in order for the SCCOE to provide services. Data extracts will be provided electronically by the LEA to SCCOE.
 3. (i) The LEA shall designate those individuals who can: (a) Transmit data to SCCOE; (b) Request Release of data to the LEA or to third parties; or (c) Request extracts or data analysis to the LEA's data. The Data provided by the LEA shall include data relevant to the purpose of this MOU or specific system requirements.
 3. (ii) LEA shall be responsible for determining who has access to system. LEA shall also be responsible for determining and communicating to SCCOE the roles and responsibilities of each person with said access, including the person who is responsible for maintaining

the account.

4. Applicable Law: The sharing of Data under this MOU will from time to time include the collection and maintenance by the SCCOE of educational records that contain personally identifiable information on students and/or staff of the LEA. SCCOE is bound by the same regulations and laws for access and management of this Data, and will conform to all legal requirements. SCCOE and the LEA agree that the disclosure of information under this MOU complies with the requirements of Education Code sections 49076 and 49076.5, as amended by AB 733 and A B 1584, the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99, as amended), Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), Student Online Personal Information Protection Act ("SOPPIA") (California Business and Professions Code section 22584), and other state and federal laws and regulations regarding educational records.

Both Parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both Parties agree to maintain full compliance with such requirements. Without limitation to the foregoing, SCCOE and the LEA additionally agree that aggregated (non-individually identifiable) data may be reported upon or shared as allowable by law.

5. Ownership of Data: SCCOE and the LEA agree that the LEA will continue to maintain ownership of its source data. SCCOE agrees that it will not alter the LEA's source data without explicit authorization from the LEA, and is not responsible for any errors therein. SCCOE shall not be responsible for the type or quality of the data provided by the LEA, and SCCOE makes no warranty as to the Data itself. The LEA understands that though SCCOE may notify it of issues it discovers with the source data, the LEA is responsible for any corrections required to its own data or will authorize SCCOE to make explicit changes(s). The LEA acknowledges that accurate reports rely upon accurate source data being maintained by the LEA. Each party owns or controls its data systems and the work product generated by such systems.
6. Prohibited Use of Data: Except as otherwise permitted by the terms of this Agreement, SCCOE shall not use the data supplied to it in an unauthorized manner. Specifically, SCCOE shall not sell or release student data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this Agreement.
7. Data Security: Both Parties agree to maintain appropriate security protocols in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by Parties legally allowed to do so. SCCOE shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of data requests by the LEA. SCCOE shall provide the LEA with contact information for the person at SCCOE who the LEA may contact if the LEA has security concerns or questions. Where applicable, SCCOE will require unique account identifiers, user names and passwords that must be entered each time user signs in.
8. Data Breach Notification: Upon becoming aware of any unlawful or unauthorized access to Student and/or Staff Data stored on Equipment used by SCCOE or in facilities used by SCCOE, SCCOE will take the following measures:

8. (i) Promptly notify the LEA of the suspected or actual incident, including the type of data

subject to the unauthorized access.

8.(ii) Promptly investigate the incident and provide the LEA with detailed information regarding the incident, including the identity of the affected users, and the estimated date of the breach.

8.(iii) Assist the LEA in notifying either the student or their legal guardian, and take commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident.

9. Outside Agencies:

9. (i) Additionally, the LEA and SCCOE may have the periodic needs to share data, as legally allowed, with university and social science/education researchers for academic purposes to allow researchers to collaborate with the LEA and SCCOE or to perform relevant research studies. SCCOE shall notify the LEA in writing of the following: (1) The identity of the researchers or organizations to whom the data will be transmitted; (2) Provide contracts when requested, which shall include provisions binding the researcher to the terms of this MOU; and (3) the types of data to be transmitted; and (4) the manner in which the data shall be de-identified or aggregated.

9.(ii) SCCOE agrees that no data will be made accessible to any such agency for any purpose other than those limited to the data required and relevant to the program's services, and only under conditions allowed by law.

9.(iii) SCCOE may be required by subpoena or other lawfully issued order to divulge student data to law enforcement or other reviewing agency. When permitted by the requesting agency, SCCOE shall provide the LEA with notice of the request and types of information requested. Both SCCOE and the LEA have periodic needs to share student data, as legally allowed, with public agencies (including the California Department of Education) needing access to such data to provide services to students. SCCOE and the LEA understand that the sharing of data for use in such systems will greatly streamline the process of getting important services to students.

10. Independent Contractors: Both Parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the Parties' systems, and by state and federal law governing such access.

11. Indemnification/Liability: SCCOE and the LEA agree to mutually indemnify against claims against their respective agencies as a result of any or all actions, claims, damages and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors or omissions of the other party. The Parties further agree that each shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this agreement. SCCOE shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by the LEA that is in conformity with the procedures set forth in this MOU. The LEA specific assignments pursuant to an Attachment to this MOU may be subject to specific indemnification clauses contained within the attachments to this MOU.

12. Severability: If any provision of this MOU is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.

13. Term of the Agreement: This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the Parties. LEA understands that this agreement is part of an effort to standardize data sharing and management between SCCOE and all districts it serves, and as such, every Effort will be made to maintain a common agreement across all agencies. Notwithstanding the foregoing, this MOU shall terminate five (5) years after the effective date above.
14. Termination: Either Party may terminate this MOU upon ninety (90) days' written notice. SCCOE certifies that Student Data shall not be retained or available to SCCOE upon expiration of the term of this MOU. SCCOE shall work with LEA for the orderly transfer and disposition of Student Data. SCCOE shall also destroy or return to the LEA all Student Data obtained, pursuant to this MOU when such Student Data are no longer required for the MOU, or within a reasonable time.
15. Dispute Resolution: In the event of a dispute between any party to this MOU, the parties shall attempt to resolve their disputes informally, in discussions involving the decision-makers for each of the parties. If these discussions are not successful, the parties shall retain a mediator to resolve the dispute with the mediation to be held within 90 days of the date the dispute arises. If mediation is not successful, either party shall have the right to bring the dispute before the Santa Cruz County Superior Court.

IN WITNESS WHEREOF, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of Santa Cruz, State of California.

SANTA CRUZ COUNTY
SUPERINTENDENT OF SCHOOLS

By: [Signature]
Name: [Signature]
Title: Superintendent
Dated: 9/20/17

SCHOOL DISTRICT
ADDRESS
CITY, ZIP

By: [Signature]
Name: Eric Gross
Title: Superintendent/Principal
Dated: 8/18/17

Attachment 1

Santa Cruz County Office of
Education Data Sharing Contact
List

(Please complete and return with
MOU)

District Name: Pacific Elementary School District

Executive Contact:

Name: Eric Gross

Email Address: egross@pacificesd.org

Title: Superintendent/Principal

Phone Number: (831) 425-3980

Assessment Contact:

Name: Eric Gross

Email Address: egross@pacificesd.org

Title: Superintendent/Principal

Phone Number: (831) 425-3980

CALPADS Contact:

Name: Mollie Tierney

Email Address: mtierney@pacificesd.org

Title: Registrar

Phone Number: (831) 425-3980

Student Information System Contact:

Name: Mollie Tierney

Email Address: mtierney@pacificesd.org

Title: Registrar

Phone Number: (831) 425-3980

**MEMORANDUM OF
UNDERSTANDING**
Between the
PAJARO VALLEY UNIFIED SCHOOL DISTRICT
And the
SANTA CRUZ COUNTY
SUPERINTENDENT OF
SCHOOLS

Regarding
DATA SHARING SERVICES

This **Memorandum of Understanding ("MOU")** is entered into this **13th day of September 2017**, by and between the **SANTA CRUZ COUNTY SUPERINTENDENT OF SCHOOLS ("SCCOE")**, and the **SCHOOL DISTRICT ("LEA"** and collectively, **"Parties")**.

WHEREAS, SCCOE and the LEA are entering into this MOU in order to facilitate and acknowledge the mutual sharing of data and integration between data management systems, as appropriate to improve efficiencies, establish responsibilities and fee structure between Parties; and

WHEREAS, the Parties wish to protect the privacy of pupil records, and to comply with any applicable privacy statutes, including FERPA, AB 1584 and SOPIPA; and

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of SCCOE and LEA with respect to data collected or retained by the LEA and/or by SCCOE.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

1. **Specific Agreement and Rate:** The terms and conditions of this MOU govern all occasions on which data sharing occurs between the SCCOE and the LEA during the term of this Agreement.
2. **SCCOE Responsibilities:** SCCOE shall help ensure Data available can only be viewed or accessed by parties legally allowed to do so, and as agreed upon by LEA.
3. **LEA Responsibilities:** LEA shall provide data extracts or permission access from the LEA's student information (via non-identifiable student ID numbers) or other systems in order for the SCCOE to provide services. Data extracts will be provided electronically by the LEA to SCCOE.
 3. (i) The LEA shall designate those individuals who can: (a) Transmit data to SCCOE; (b) Request Release of data to the LEA or to third parties; or (c) Request extracts or data analysis to the LEA's data. The Data provided by the LEA shall include data relevant to the purpose of this MOU or specific system requirements.
 3. (ii) LEA shall be responsible for determining who has access to system. LEA shall also be responsible for determining and communicating to SCCOE the roles and responsibilities of each person with said access, including the person who is responsible for maintaining the account.

4. Applicable Law: The sharing of Data under this MOU will from time to time include the collection and maintenance by the SCCOE of educational records that contain personally identifiable information on students and/or staff of the LEA. SCCOE is bound by the same regulations and laws for access and management of this Data, and will conform to all legal requirements. SCCOE and the LEA agree that the disclosure of information under this MOU complies with the requirements of Education Code sections 49076 and 49076.5, as amended by AB 733 and A B 1584, the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99, as amended), Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), Student Online Personal Information Protection Act ("SOPIPA") (California Business and Professions Code section 22584), and other state and federal laws and regulations regarding educational records.

Both Parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both Parties agree to maintain full compliance with such requirements. Without limitation to the foregoing, SCCOE and the LEA additionally agree that aggregated (non-individually identifiable) data may be reported upon or shared as allowable by law.

5. Ownership of Data: SCCOE and the LEA agree that the LEA will continue to maintain ownership of its source data. SCCOE agrees that it will not alter the LEA's source data without explicit authorization from the LEA, and is not responsible for any errors therein. SCCOE shall not be responsible for the type or quality of the data provided by the LEA, and SCCOE makes no warranty as to the Data itself. The LEA understands that though SCCOE may notify it of issues it discovers with the source data, the LEA is responsible for any corrections required to its own data or will authorize SCCOE to make explicit change(s). The LEA acknowledges that accurate reports rely upon accurate source data being maintained by the LEA. Each party owns or controls its data systems and the work product generated by such systems.
6. Prohibited Use of Data: Except as otherwise permitted by the terms of this Agreement, SCCOE shall not use the data supplied to it in an unauthorized manner. Specifically, SCCOE shall not sell or release student data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this Agreement.
7. Data Security: Both Parties agree to maintain appropriate security protocols in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by Parties legally allowed to do so. SCCOE shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of data requests by the LEA. SCCOE shall provide the LEA with contact information for the person at SCCOE who the LEA may contact if the LEA has security concerns or questions. Where applicable, SCCOE will require unique account identifiers, user names and passwords that must be entered each time user signs in
8. Data Breach Notification: Upon becoming aware of any unlawful or unauthorized access to Student and/or Staff Data stored on Equipment used by SCCOE or in facilities used by SCCOE, SCCOE will take the following measures:

8. (i) Promptly notify the LEA of the suspected or actual incident, including the type of data subject to the unauthorized access.
8. (ii) Promptly investigate the incident and provide the LEA with detailed information regarding the incident, including the identity of the affected users, and the estimated date of the breach.

8.(iii) Assist the LEA in notifying either the student or their legal guardian, and take commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident,

9. Outside Agencies:

9.(i) Additionally, the LEA and SCCOE may have the periodic needs to share data, as legally allowed, with university and social science/education researchers for academic purposes to allow researchers to collaborate with the LEA and SCCOE or to perform relevant research studies. SCCOE shall notify the LEA in writing of the following: (1) The identity of the researchers of organizations to whom the data will be transmitted; (2) Provide contracts when requested, which shall include provisions binding the researcher to the terms of this MOU; and (3) the types of data to be transmitted; and (4) the manner in which the data shall be de-identified or aggregated.

9.(ii) SCCOE agrees that no data will be made accessible to any such agency for any purpose other than those limited to the data required and relevant to the program's services, and only under conditions allowed by law.

9.(iii) SCCOE may be required by subpoena or other lawfully issued order to divulge student data to law enforcement or other reviewing agency. When permitted by the requesting agency, SCCOE shall provide the LEA with notice of the request and types of information requested. Both SCCOE and the LEA have periodic needs to share student data, as legally allowed, with public agencies (including the California Department of Education) needing access to such data to provide services to students. SCCOE and the LEA understand that the sharing of data for use in such systems will greatly streamline the process of getting important services to students.

10. Independent Contractors: Both Parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the Parties' systems, and by state and federal law governing such access.

11. Indemnification/Liability: SCCOE and the LEA agree to mutually indemnify against claims against their respective agencies as a result of any or all actions, claims, damages and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors or omissions of the other party. The Parties further agree that each shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this agreement. SCCOE shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by the LEA that is in conformity with the procedures set forth in this MOU. The LEA specific assignments pursuant to an Attachment to this MOU may be subject to specific indemnification clauses contained within the attachments to this MOU.

12. Severability: If any provision of this MOU is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.

13. Term of the Agreement: This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the Parties. LEA understands that this agreement is part of an effort to standardize data sharing and management between SCCOE and all districts it serves, and as such, every Effort will be made to maintain a common agreement across all agencies.

Notwithstanding the foregoing, this MOU shall terminate five (5) years after the effective date above.

14. Termination: Either Party may terminate this MOU upon ninety (90) days' written notice. SCCOE certifies that Student Data shall not be retained or available to SCCOE upon expiration of the term of this MOU. SCCOE shall work with LEA for the orderly transfer and disposition of Student Data. SCCOE shall also destroy or return to the LEA all Student Data obtained, pursuant to this MOU when such Student Data are no longer required for the MOU, or within a reasonable time.
15. Dispute Resolution: In the event of a dispute between any party to this MOU, the parties shall attempt to resolve their disputes informally, in discussions involving the decision- makers for each of the parties. If these discussions are not successful, the parties shall retain a mediator to resolve the dispute with the mediation to be held within 90 days of the date the dispute arises. If mediation is not successful, either party shall have the right to bring the dispute before the Santa Cruz County Superior Court.

IN WITNESS WHEREOF, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of Santa Cruz, State of California.

SANTA CRUZ COUNTY
SUPERINTENDENT OF SCHOOLS

SCHOOL DISTRICT
ADDRESS
CITY, ZIP

By: SCCOE By: PAJARO VALLEY UNIFIED SCHOOL DISTRICT

Name: [Signature] Name: Dr. Michelle Rodriguez

Sign: [Signature]

Title: Supt Title: Superintendent

Dated: 9/13/17 Dated: 9/13/17

Attachment 1

Santa Cruz County Office of

Education Data Sharing

Contact List

(Please complete and return
with MOU)

District Name: PAJARO VALLEY UNIFIED SCHOOL DISTRICT

Executive Contact:

Name: Dr. Michelle Rodriguez

Email Address: Superintendent_pvUSD.net

Title: Superintendent

Phone Number: 831 786-2100

Assessment Contact:

Name: Frances Basich Whitney

Email Address: Frances_whitney@pvUSD.net

Title: Research, Accountability, and
Assessment Coordinator

Phone Number: 831 786-2100

CALPADS Contact:

Name: Tim Landeck

Email Address: Tim_landeck@pvUSD.net

Title: Director of Technology Services

Phone Number: 833 786-2100

Student Information System Contact:

Name: Bruce Burnett

Email Address: Bruce_burnett@pvUSD.net

Title: Database Systems Supervisor

Phone Number: 831 786-2100

**MEMORANDUM OF
UNDERSTANDING**

**Between the
SAN LORENZO VALLEY UNIFIED SCHOOL DISTRICT
(School District)**

And the

**SANTA CRUZ COUNTY
SUPERINTENDENT OF
SCHOOLS**

**Regarding
DATA SHARING SERVICES**

This Memorandum of Understanding ("MOU") is entered into this 16th day of August 2017, by and between the SANTA CRUZ COUNTY SUPERINTENDENT OF SCHOOLS ("SCCOE"), and the SCHOOL DISTRICT ("LEA" and collectively, "Parties").

WHEREAS, SCCOE and the LEA are entering into this MOU in order to facilitate and acknowledge the mutual sharing of data and integration between data management systems, as appropriate to improve efficiencies, establish responsibilities and fee structure between Parties; and

WHEREAS, the Parties wish to protect the privacy of pupil records, and to comply with any applicable privacy statutes, including FERPA, AB 1584 and SOPIPA; and

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of SCCOE and LEA with respect to data collected or retained by the LEA and/or by SCCOE.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

1. Specific Agreement and Rate: The terms and conditions of this MOU govern all occasions on which data sharing occurs between the SCCOE and the LEA during the term of this Agreement.
2. SCCOE Responsibilities: SCCOE shall help ensure Data available can only be viewed or accessed by parties legally allowed to do so, and as agreed upon by LEA.
3. LEA Responsibilities: LEA shall provide data extracts or permission access from the LEA's student information or other systems in order for the SCCOE to provide services. Data extracts will be provided electronically by the LEA to SCCOE.
 3. (i) The LEA shall designate those individuals who can: (a) Transmit data to SCCOE; (b) Request Release of data to the LEA or to third parties; or (c) Request extracts or data analysis to the LEA's data. The Data provided by the LEA shall include data relevant to the purpose of this MOU or specific system requirements.
 3. (ii) LEA shall be responsible for determining who has access to system. LEA shall also be responsible for determining and communicating to SCCOE the roles and responsibilities of each person with said access, including the person who is responsible for maintaining

the account.

4. Applicable Law: The sharing of Data under this MOU will from time to time include the collection and maintenance by the SCCOE of educational records that contain personally identifiable information on students and/or staff of the LEA. SCCOE is bound by the same regulations and laws for access and management of this Data, and will conform to all legal requirements. SCCOE and the LEA agree that the disclosure of information under this MOU complies with the requirements of Education Code sections 49076 and 49076.5, as amended by AB 733 and A B 1584 , the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99, as amended), Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), Student Online Personal Information Protection Act ("SOPIPA") (California Business and Professions Code section 22584), and other state and federal laws and regulations regarding educational records.

Both Parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both Parties agree to maintain full compliance with such requirements. Without limitation to the foregoing, SCCOE and the LEA additionally agree that aggregated (non-individually identifiable) data may be reported upon or shared as allowable by law.

5. Ownership of Data: SCCOE and the LEA agree that the LEA will continue to maintain ownership of its source data. SCCOE agrees that it will not alter the LEA's source data without explicit authorization from the LEA, and is not responsible for any errors therein. SCCOE shall not be responsible for the type or quality of the data provided by the LEA, and SCCOE makes no warranty as to the Data itself. The LEA understands that though SCCOE may notify it of issues it discovers with the source data, the LEA is responsible for any corrections required to its own data or will authorize SCCOE to make explicit change(s). The LEA acknowledges that accurate reports rely upon accurate source data being maintained by the LEA. Each party owns or controls its data systems and the work product generated by such systems.
6. Prohibited Use of Data: Except as otherwise permitted by the terms of this Agreement, SCCOE shall not use the data supplied to it in an unauthorized manner. Specifically, SCCOE shall not sell or release student data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this Agreement.
7. Data Security: Both Parties agree to maintain appropriate security protocols in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by Parties legally allowed to do so. SCCOE shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of data requests by the LEA. SCCOE shall provide the LEA with contact information for the person at SCCOE who the LEA may contact if the LEA has security concerns or questions. Where applicable, SCCOE will require unique account identifiers, user names and passwords that must be entered each time user signs in
8. Data Breach Notification: Upon becoming aware of any unlawful or unauthorized access to Student and/or Staff Data stored on Equipment used by SCCOE or in facilities used by SCCOE, SCCOE will take the following measures:

8. (i) Promptly notify the LEA of the suspected or actual incident, including the type of data

subject to the unauthorized access.

- 8.(ii) Promptly investigate the incident and provide the LEA with detailed information regarding the incident, including the identity of the affected users, and the estimated date of the breach.
- 8.(iii) Assist the LEA in notifying either the student or their legal guardian, and take commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident.
9. Outside Agencies:
 9. (i) Additionally, the LEA and SCCOE may have the periodic needs to share data, as legally allowed, with university and social science/education researchers for academic purposes to allow researchers to collaborate with the LEA and SCCOE or to perform relevant research studies. SCCOE shall notify the LEA in writing of the following: (1) The identity of the researchers of organizations to whom the data will be transmitted; (2) Provide contracts when requested, which shall include provisions binding the researcher to the terms of this MOU; and (3) the types of data to be transmitted; and (4) the manner in which the data shall be de-identified or aggregated.
 - 9.(ii) SCCOE agrees that no data will be made accessible to any such agency for any purpose other than those limited to the data required and relevant to the program's services, and only under conditions allowed by law.
 - 9.(iii) SCCOE may be required by subpoena or other lawfully issued order to divulge student data to law enforcement or other reviewing agency. When permitted by the requesting agency, SCCOE shall provide the LEA with notice of the request and types of information requested. Both SCCOE and the LEA have periodic needs to share student data, as legally allowed, with public agencies (including the California Department of Education) needing access to such data to provide services to students. SCCOE and the LEA understand that the sharing of data for use in such systems will greatly streamline the process of getting important services to students.
10. Independent Contractors: Both Parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the Parties' systems, and by state and federal law governing such access.
11. Indemnification/Liability: SCCOE and the LEA agree to mutually indemnify against claims against their respective agencies as a result of any or all actions, claims, damages and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors or omissions of the other party. The Parties further agree that each shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this agreement. SCCOE shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by the LEA that is in conformity with the procedures set forth in this MOU. The LEA specific assignments pursuant to an Attachment to this MOU may be subject to specific indemnification clauses contained within the attachments to this MOU.
12. Severability: If any provision of this MOU is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.

13. Term of the Agreement: This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the Parties. LEA understands that this agreement is part of an effort to standardize data sharing and management between SCCOE and all districts it serves, and as such, every Effort will be made to maintain a common agreement across all agencies. Notwithstanding the foregoing, this MOU shall terminate five (5) years after the effective date above.
14. Termination: Either Party may terminate this MOU upon ninety (90) days' written notice. SCCOE certifies that Student Data shall not be retained or available to SCCOE upon expiration of the term of this MOU. SCCOE shall work with LEA for the orderly transfer and disposition of Student Data. SCCOE shall also destroy or return to the LEA all Student Data obtained, pursuant to this MOU when such Student Data are no longer required for the MOU, or within a reasonable time.
15. Dispute Resolution: In the event of a dispute between any party to this MOU, the parties shall attempt to resolve their disputes informally, in discussions involving the decision- makers for each of the parties. If these discussions are not successful, the parties shall retain a mediator to resolve the dispute with the mediation to be held within 90 days of the date the dispute arises. If mediation is not successful, either party shall have the right to bring the dispute before the Santa Cruz County Superior Court.

IN WITNESS WHEREOF, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of Santa Cruz, State of California.

SANTA CRUZ COUNTY
SUPERINTENDENT OF SCHOOLS

By:

Name:

Title:

Dated:

SCCOE

[Signature]

Superintendent

9/20/17

SCHOOL DISTRICT
ADDRESS
CITY, ZIP

By:

Name: Dr. Laurie Bruton

Title: Superintendent

Dated: August 16, 2017

Attachment 1

**Santa Cruz County Office of
Education Data Sharing Contact**

List

**(Please complete and return with
MOU)**

District Name: SAN LORENZO VALLEY UNIFIED SCHOOL DISTRICT

Executive Contact:

Name:	<u>Dr. Laurie Bruton</u>	Email Address:	<u>lbruton@slvusd.org</u>
Title:	<u>Superintendent</u>	Phone Number:	<u>831-336-5194</u>

Assessment Contact:

Name:	<u>Debi Bodenheimer</u>	Email Address:	<u>dbodenheimer@slvusd.org</u>
Title:	<u>Assistant Sup-Instruction</u>	Phone Number:	<u>831-336-8852</u>

CALPADS Contact:

Name:	<u>Amy Kuo</u>	Email Address:	<u>akuo@slvusd.org</u>
Title:	<u>SIS/Database Specialist</u>	Phone Number:	<u>831-336-4022</u>

Student Information System Contact:

Name:	<u>Amy Kuo</u>	Email Address:	<u>akuo@slvusd.org</u>
Title:	<u>SIS/Database Specialist</u>	Phone Number:	<u>831-336-4022</u>

**MEMORANDUM OF
UNDERSTANDING**

Between the

Santa Cruz City Schools District

And the

**SANTA CRUZ COUNTY
SUPERINTENDENT OF
SCHOOLS**

**Regarding
DATA SHARING SERVICES**

This **Memorandum of Understanding ("MOU")** is entered into this **18th day of August 2017**, by and between the **SANTA CRUZ COUNTY SUPERINTENDENT OF SCHOOLS ("SCCOE")**, and the **SCHOOL DISTRICT ("LEA" and collectively, "Parties")**.

WHEREAS, SCCOE and the LEA are entering into this MOU in order to facilitate and acknowledge the mutual sharing of data and integration between data management systems, as appropriate to improve efficiencies, establish responsibilities and fee structure between Parties; and

WHEREAS, the Parties wish to protect the privacy of pupil records, and to comply with any applicable privacy statutes, including FERPA, AB 1584 and SOPIPA; and

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of SCCOE and LEA with respect to data collected or retained by the LEA and/or by SCCOE.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

1. **Specific Agreement and Rate:** The terms and conditions of this MOU govern all occasions on which data sharing occurs between the SCCOE and the LEA during the term of this Agreement.
2. **SCCOE Responsibilities:** SCCOE shall help ensure Data available can only be viewed or accessed by parties legally allowed to do so, and as agreed upon by LEA.
3. **LEA Responsibilities:** LEA shall provide data extracts or permission access from the LEA's student information (via non-identifiable student ID numbers) or other systems in order for the SCCOE to provide services. Data extracts will be provided electronically by the LEA to SCCOE.
 3. (i) The LEA shall designate those individuals who can: (a) Transmit data to SCCOE; (b) Request Release of data to the LEA or to third parties; or (c) Request extracts or data analysis to the LEA's data. The Data provided by the LEA shall include data relevant to the purpose of this MOU or specific system requirements.
 3. (ii) LEA shall be responsible for determining who has access to system. LEA shall also be responsible for determining and communicating to SCCOE the roles and responsibilities

of each person with said access, including the person who is responsible for maintaining the account.

4. Applicable Law: The sharing of Data under this MOU will from time to time include the collection and maintenance by the SCCOE of educational records that contain personally identifiable information on students and/or staff of the LEA. SCCOE is bound by the same regulations and laws for access and management of this Data, and will conform to all legal requirements. SCCOE and the LEA agree that the disclosure of information under this MOU complies with the requirements of Education Code sections 49076 and 49076.5, as amended by AB 733 and A B 1584 , the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99, as amended), Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), Student Online Personal Information Protection Act ("SOPIPA") (California Business and Professions Code section 22584), and other state and federal laws and regulations regarding educational records.

Both Parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both Parties agree to maintain full compliance with such requirements. Without limitation to the foregoing, SCCOE and the LEA additionally agree that aggregated (non-individually identifiable) data may be reported upon or shared as allowable by law.

5. Ownership of Data: SCCOE and the LEA agree that the LEA will continue to maintain ownership of its source data. SCCOE agrees that it will not alter the LEA's source data without explicit authorization from the LEA, and is not responsible for any errors therein. SCCOE shall not be responsible for the type or quality of the data provided by the LEA, and SCCOE makes no warranty as to the Data itself. The LEA understands that though SCCOE may notify it of issues it discovers with the source data, the LEA is responsible for any corrections required to its own data or will authorize SCCOE to make explicit change(s). The LEA acknowledges that accurate reports rely upon accurate source data being maintained by the LEA. Each party owns or controls its data systems and the work product generated by such systems.
6. Prohibited Use of Data: Except as otherwise permitted by the terms of this Agreement, SCCOE shall not use the data supplied to it in an unauthorized manner. Specifically, SCCOE shall not sell or release student data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this Agreement.
7. Data Security: Both Parties agree to maintain appropriate security protocols in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by Parties legally allowed to do so. SCCOE shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of data requests by the LEA. SCCOE shall provide the LEA with contact information for the person at SCCOE who the LEA may contact if the LEA has security concerns or questions. Where applicable, SCCOE will require unique account identifiers, user names and passwords that must be entered each time user signs in
8. Data Breach Notification: Upon becoming aware of any unlawful or unauthorized access to Student and/or Staff Data stored on Equipment used by SCCOE or in facilities used by SCCOE, SCCOE will take the following measures:

8. (i) Promptly notify the LEA of the suspected or actual incident, including the type of data subject to the unauthorized access.
- 8.(ii) Promptly investigate the incident and provide the LEA with detailed information regarding the incident, including the identity of the affected users, and the estimated date of the breach.
- 8.(iii) Assist the LEA in notifying either the student or their legal guardian, and take commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident,

9. Outside Agencies:

9. (i) Additionally, the LEA and SCCOE may have the periodic needs to share data, as legally allowed, with university and social science/education researchers for academic purposes to allow researchers to collaborate with the LEA and SCCOE or to perform relevant research studies. SCCOE shall notify the LEA in writing of the following: (1) The identity of the researchers of organizations to whom the data will be transmitted; (2) Provide contracts when requested, which shall include provisions binding the researcher to the terms of this MOU; and (3) the types of data to be transmitted; and (4) the manner in which the data shall be de-identified or aggregated.

9.(ii) SCCOE agrees that no data will be made accessible to any such agency for any purpose other than those limited to the data required and relevant to the program's services, and only under conditions allowed by law.

9.(iii) SCCOE may be required by subpoena or other lawfully issued order to divulge student data to law enforcement or other reviewing agency. When permitted by the requesting agency, SCCOE shall provide the LEA with notice of the request and types of information requested. Both SCCOE and the LEA have periodic needs to share student data, as legally allowed, with public agencies (including the California Department of Education) needing access to such data to provide services to students. SCCOE and the LEA understand that the sharing of data for use in such systems will greatly streamline the process of getting important services to students.

10. Independent Contractors: Both Parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the Parties' systems, and by state and federal law governing such access.
11. Indemnification/Liability: SCCOE and the LEA agree to mutually indemnify against claims against their respective agencies as a result of any or all actions, claims, damages and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors or omissions of the other party. The Parties further agree that each shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this agreement. SCCOE shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by the LEA that is in conformity with the procedures set forth in this MOU. The LEA specific assignments pursuant to an Attachment to this MOU may be subject to specific indemnification clauses contained within the attachments to this MOU.
12. Severability: If any provision of this MOU is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.

13. Term of the Agreement: This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the Parties. LEA understands that this agreement is part of an effort to standardize data sharing and management between SCCOE and all districts it serves, and as such, every Effort will be made to maintain a common agreement across all agencies. Notwithstanding the foregoing, this MOU shall terminate five (5) years after the effective date above.
14. Termination: Either Party may terminate this MOU upon ninety (90) days' written notice. SCCOE certifies that Student Data shall not be retained or available to SCCOE upon expiration of the term of this MOU. SCCOE shall work with LEA for the orderly transfer and disposition of Student Data. SCCOE shall also destroy or return to the LEA all Student Data obtained, pursuant to this MOU when such Student Data are no longer required for the MOU, or within a reasonable time.
15. Dispute Resolution: In the event of a dispute between any party to this MOU, the parties shall attempt to resolve their disputes informally, in discussions involving the decision-makers for each of the parties. If these discussions are not successful, the parties shall retain a mediator to resolve the dispute with the mediation to be held within 90 days of the date the dispute arises. If mediation is not successful, either party shall have the right to bring the dispute before the Santa Cruz County Superior Court.

IN WITNESS WHEREOF, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of Santa Cruz, State of California.

SANTA CRUZ COUNTY
SUPERINTENDENT OF SCHOOLS

SCHOOL DISTRICT
ADDRESS
CITY, ZIP

By: SCCOE
Name: [Signature]
Title: [Signature]
Dated: [Signature]

By: [Signature]
Name: Kris Munro
Title: Superintendent, Santa Cruz City Schools
Dated: August 18, 2017

Attachment 1
Santa Cruz County Office of
Education Data Sharing Contact
List
(Please complete and return with
MOU)

District Name: _____

Executive Contact:

Name:	_____	Email Address:	_____
Title:	_____	Phone Number:	_____

Assessment Contact:

Name:	_____	Email Address:	_____
Title:	_____	Phone Number:	_____

CALPADS Contact:

Name:	_____	Email Address:	_____
Title:	_____	Phone Number:	_____

Student Information System Contact:

Name:	_____	Email Address:	_____
Title:	_____	Phone Number:	_____

MEMORANDUM OF
UNDERSTANDING

Between the
Scotts Valley Unified School District
(School District)

And the

SANTA CRUZ COUNTY
SUPERINTENDENT OF
SCHOOLS

Regarding
DATA SHARING SERVICES

This Memorandum of Understanding ("MOU") is entered into this 16th day of September 2017, by and between the SANTA CRUZ COUNTY SUPERINTENDENT OF SCHOOLS ("SCCOE"), and the SCHOOL DISTRICT ("LEA" and collectively, "Parties").

WHEREAS, SCCOE and the LEA are entering into this MOU in order to facilitate and acknowledge the mutual sharing of data and integration between data management systems, as appropriate to improve efficiencies, establish responsibilities and fee structure between Parties; and

WHEREAS, the Parties wish to protect the privacy of pupil records, and to comply with any applicable privacy statutes, including FERPA, AB 1584 and SOPIPA; and

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of SCCOE and LEA with respect to data collected or retained by the LEA and/or by SCCOE.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

1. Specific Agreement and Rate: The terms and conditions of this MOU govern all occasions on which data sharing occurs between the SCCOE and the LEA during the term of this Agreement.
2. SCCOE Responsibilities: SCCOE shall help ensure Data available can only be viewed or accessed by parties legally allowed to do so, and as agreed upon by LEA.
3. LEA Responsibilities: LEA shall provide data extracts or permission access from the LEA's student information or other systems in order for the SCCOE to provide services. Data extracts will be provided electronically by the LEA to SCCOE.
 3. (i) The LEA shall designate those individuals who can: (a) Transmit data to SCCOE; (b) Request Release of data to the LEA or to third parties; or (c) Request extracts or data analysis to the LEA's data. The Data provided by the LEA shall include data relevant to the purpose of this MOU or specific system requirements.
 3. (ii) LEA shall be responsible for determining who has access to system. LEA shall also be responsible for determining and communicating to SCCOE the roles and responsibilities of each person with said access, including the person who is responsible for maintaining

the account.

4. Applicable Law: The sharing of Data under this MOU will from time to time include the collection and maintenance by the SCCOE of educational records that contain personally identifiable information on students and/or staff of the LEA. SCCOE is bound by the same regulations and laws for access and management of this Data, and will conform to all legal requirements. SCCOE and the LEA agree that the disclosure of information under this MOU complies with the requirements of Education Code sections 49076 and 49076.5, as amended by AB 733 and A B 1584 , the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99, as amended), Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), Student Online Personal Information Protection Act ("SOPIPA") (California Business and Professions Code section 22584), and other state and federal laws and regulations regarding educational records.

Both Parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both Parties agree to maintain full compliance with such requirements. Without limitation to the foregoing, SCCOE and the LEA additionally agree that aggregated (non-individually identifiable) data may be reported upon or shared as allowable by law.

5. Ownership of Data: SCCOE and the LEA agree that the LEA will continue to maintain ownership of its source data. SCCOE agrees that it will not alter the LEA's source data without explicit authorization from the LEA, and is not responsible for any errors therein. SCCOE shall not be responsible for the type or quality of the data provided by the LEA, and SCCOE makes no warranty as to the Data itself. The LEA understands that though SCCOE may notify it of issues it discovers with the source data, the LEA is responsible for any corrections required to its own data or will authorize SCCOE to make explicit change(s). The LEA acknowledges that accurate reports rely upon accurate source data being maintained by the LEA. Each party owns or controls its data systems and the work product generated by such systems.
6. Prohibited Use of Data: Except as otherwise permitted by the terms of this Agreement, SCCOE shall not use the data supplied to it in an unauthorized manner. Specifically, SCCOE shall not sell or release student data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this Agreement.
7. Data Security: Both Parties agree to maintain appropriate security protocols in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by Parties legally allowed to do so. SCCOE shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of data requests by the LEA. SCCOE shall provide the LEA with contact information for the person at SCCOE who the LEA may contact if the LEA has security concerns or questions. Where applicable, SCCOE will require unique account identifiers, user names and passwords that must be entered each time user signs in
8. Data Breach Notification: Upon becoming aware of any unlawful or unauthorized access to Student and/or Staff Data stored on Equipment used by SCCOE or in facilities used by SCCOE, SCCOE will take the following measures:

8. (i) Promptly notify the LEA of the suspected or actual incident, including the type of data

subject to the unauthorized access.

8.(ii) Promptly investigate the incident and provide the LEA with detailed information regarding the incident, including the identity of the affected users, and the estimated date of the breach.

8.(iii) Assist the LEA in notifying either the student or their legal guardian, and take commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident,

9. Outside Agencies:

9. (i) Additionally, the LEA and SCCOE may have the periodic needs to share data, as legally allowed, with university and social science/education researchers for academic purposes to allow researchers to collaborate with the LEA and SCCOE or to perform relevant research studies. SCCOE shall notify the LEA in writing of the following: (1) The identity of the researchers of organizations to whom the data will be transmitted; (2) Provide contracts when requested, which shall include provisions binding the researcher to the terms of this MOU; and (3) the types of data to be transmitted; and (4) the manner in which the data shall be de-identified or aggregated.

9.(ii) SCCOE agrees that no data will be made accessible to any such agency for any purpose other than those limited to the data required and relevant to the program's services, and only under conditions allowed by law.

9.(iii) SCCOE may be required by subpoena or other lawfully issued order to divulge student data to law enforcement or other reviewing agency. When permitted by the requesting agency, SCCOE shall provide the LEA with notice of the request and types of information requested. Both SCCOE and the LEA have periodic needs to share student data, as legally allowed, with public agencies (including the California Department of Education) needing access to such data to provide services to students. SCCOE and the LEA understand that the sharing of data for use in such systems will greatly streamline the process of getting important services to students.

10. Independent Contractors: Both Parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the Parties' systems, and by state and federal law governing such access.

11. Indemnification/Liability: SCCOE and the LEA agree to mutually indemnify against claims against their respective agencies as a result of any or all actions, claims, damages and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors or omissions of the other party. The Parties further agree that each shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this agreement. SCCOE shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by the LEA that is in conformity with the procedures set forth in this MOU. The LEA specific assignments pursuant to an Attachment to this MOU may be subject to specific indemnification clauses contained within the attachments to this MOU.

12. Severability: If any provision of this MOU is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.

13. Term of the Agreement: This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the Parties. LEA understands that this agreement is part of an effort to standardize data sharing and management between SCCOE and all districts it serves, and as such, every Effort will be made to maintain a common agreement across all agencies. Notwithstanding the foregoing, this MOU shall terminate five (5) years after the effective date above.
14. Termination: Either Party may terminate this MOU upon ninety (90) days' written notice. SCCOE certifies that Student Data shall not be retained or available to SCCOE upon expiration of the term of this MOU. SCCOE shall work with LEA for the orderly transfer and disposition of Student Data. SCCOE shall also destroy or return to the LEA all Student Data obtained, pursuant to this MOU when such Student Data are no longer required for the MOU, or within a reasonable time.
15. Dispute Resolution: In the event of a dispute between any party to this MOU, the parties shall attempt to resolve their disputes informally, in discussions involving the decision- makers for each of the parties. If these discussions are not successful, the parties shall retain a mediator to resolve the dispute with the mediation to be held within 90 days of the date the dispute arises. If mediation is not successful, either party shall have the right to bring the dispute before the Santa Cruz County Superior Court.

IN WITNESS WHEREOF, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of Santa Cruz, State of California.

SANTA CRUZ COUNTY
SUPERINTENDENT OF SCHOOLS

By:

Name:

Title:

Dated:

SCCOE
Shirley Wick
Superintendent
9/29/17

SCHOOL DISTRICT
ADDRESS
CITY, ZIP

By:

Name:

Title:

Dated:

Tanya Krause
Superintendent
August 16, 2017

Attachment 1

**Santa Cruz County Office of
Education Data Sharing Contact
List**

(Please complete and return with
MOU)

District Name: Scotts Valley Unified School District

Executive Contact:

Name: Tanya Krause
Title: Superintendent

Email Address: tkrause@scottsvalleysd.org
Phone Number: 831-438-1820 x105

Assessment Contact:

Name: Michelle Stewart
Title: Director of Curriculum,
Instruction & Assessment

Email Address: mstewart@scottsvalleysd.org
Phone Number: 831-438-1820 x114

CALPADS Contact:

Name: Tanya Phillips
Title: Data Technician

Email Address: tphillips@scottsvalleysd.org
Phone Number: 831-438-1820 x120

Student Information System Contact:

Name: Kat Beebee
Title: Director of Technology

Email Address: kbeebee@scottsvalleysd.org
Phone Number: 831-438-1820 x115

MEMORANDUM OF
UNDERSTANDING

Between the
Sogvel Union Elementary School District
(School District)

And the

SANTA CRUZ COUNTY
SUPERINTENDENT OF
SCHOOLS

Regarding
DATA SHARING SERVICES

This Memorandum of Understanding ("MOU") is entered into this 18th day of September 2017, by and between the SANTA CRUZ COUNTY SUPERINTENDENT OF SCHOOLS ("SCCOE"), and the SCHOOL DISTRICT ("LEA" and collectively, "Parties").

WHEREAS, SCCOE and the LEA are entering into this MOU in order to facilitate and acknowledge the mutual sharing of data and integration between data management systems, as appropriate to improve efficiencies, establish responsibilities and fee structure between Parties; and

WHEREAS, the Parties wish to protect the privacy of pupil records, and to comply with any applicable privacy statutes, including FERPA, AB 1584 and SOPIPA; and

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of SCCOE and LEA with respect to data collected or retained by the LEA and/or by SCCOE.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

1. Specific Agreement and Rate: The terms and conditions of this MOU govern all occasions on which data sharing occurs between the SCCOE and the LEA during the term of this Agreement.
2. SCCOE Responsibilities: SCCOE shall help ensure Data available can only be viewed or accessed by parties legally allowed to do so, and as agreed upon by LEA.
3. LEA Responsibilities: LEA shall provide data extracts or permission access from the LEA's student information (via non-identifiable student ID numbers) or other systems in order for the SCCOE to provide services. Data extracts will be provided electronically by the LEA to SCCOE.
 3. (i) The LEA shall designate those individuals who can: (a) Transmit data to SCCOE; (b) Request Release of data to the LEA or to third parties; or (c) Request extracts or data analysis to the LEA's data. The Data provided by the LEA shall include data relevant to the purpose of this MOU or specific system requirements.
 3. (ii) LEA shall be responsible for determining who has access to system. LEA shall also be responsible for determining and communicating to SCCOE the roles and responsibilities

of each person with said access, including the person who is responsible for maintaining the account.

4. Applicable Law: The sharing of Data under this MOU will from time to time include the collection and maintenance by the SCCOE of educational records that contain personally identifiable information on students and/or staff of the LEA. SCCOE is bound by the same regulations and laws for access and management of this Data, and will conform to all legal requirements. SCCOE and the LEA agree that the disclosure of information under this MOU complies with the requirements of Education Code sections 49076 and 49076.5, as amended by AB 733 and A B 1584 , the Family Educational Rights and Privacy Act ("FERPA") (20

U.S.C. § 1232g; 34 CFR Part 99, as amended), Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), Student Online Personal Information Protection Act ("SOPIPA") (California Business and Professions Code section 22584), and other state and federal laws and regulations regarding educational records.

Both Parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both Parties agree to maintain full compliance with such requirements. Without limitation to the foregoing, SCCOE and the LEA additionally agree that aggregated (non-individually identifiable) data may be reported upon or shared as allowable by law.

5. Ownership of Data: SCCOE and the LEA agree that the LEA will continue to maintain ownership of its source data. SCCOE agrees that it will not alter the LEA's source data without explicit authorization from the LEA, and is not responsible for any errors therein. SCCOE shall not be responsible for the type or quality of the data provided by the LEA, and SCCOE makes no warranty as to the Data itself. The LEA understands that though SCCOE may notify it of issues it discovers with the source data, the LEA is responsible for any corrections required to its own data or will authorize SCCOE to make explicit change(s). The LEA acknowledges that accurate reports rely upon accurate source data being maintained by the LEA. Each party owns or controls its data systems and the work product generated by such systems.
6. Prohibited Use of Data: Except as otherwise permitted by the terms of this Agreement, SCCOE shall not use the data supplied to it in an unauthorized manner. Specifically, SCCOE shall not sell or release student data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this Agreement.
7. Data Security: Both Parties agree to maintain appropriate security protocols in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by Parties legally allowed to do so. SCCOE shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of data requests by the LEA. SCCOE shall provide the LEA with contact information for the person at SCCOE who the LEA may contact if the LEA has security concerns or questions. Where applicable, SCCOE will require unique account identifiers, user names and passwords that must be entered each time user signs in
8. Data Breach Notification: Upon becoming aware of any unlawful or unauthorized access to Student and/or Staff Data stored on Equipment used by SCCOE or in facilities used by SCCOE, SCCOE will take the following measures:

8. (i) Promptly notify the LEA of the suspected or actual incident, including the type of data subject to the unauthorized access.
- 8.(ii) Promptly investigate the incident and provide the LEA with detailed information regarding the incident, including the identity of the affected users, and the estimated date of the breach.
- 8.(iii) Assist the LEA in notifying either the student or their legal guardian, and take commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident,

9. Outside Agencies:

9. (i) Additionally, the LEA and SCCOE may have the periodic needs to share data, as legally allowed, with university and social science/education researchers for academic purposes to allow researchers to collaborate with the LEA and SCCOE or to perform relevant research studies. SCCOE shall notify the LEA in writing of the following: (1) The identity of the researchers of organizations to whom the data will be transmitted; (2) Provide contracts when requested, which shall include provisions binding the researcher to the terms of this MOU; and (3) the types of data to be transmitted; and (4) the manner in which the data shall be de-identified or aggregated.

9.(ii) SCCOE agrees that no data will be made accessible to any such agency for any purpose other than those limited to the data required and relevant to the program's services, and only under conditions allowed by law.

9.(iii) SCCOE may be required by subpoena or other lawfully issued order to divulge student data to law enforcement or other reviewing agency. When permitted by the requesting agency, SCCOE shall provide the LEA with notice of the request and types of information requested. Both SCCOE and the LEA have periodic needs to share student data, as legally allowed, with public agencies (including the California Department of Education) needing access to such data to provide services to students. SCCOE and the LEA understand that the sharing of data for use in such systems will greatly streamline the process of getting important services to students.

10. Independent Contractors: Both Parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the Parties' systems, and by state and federal law governing such access.
11. Indemnification/Liability: SCCOE and the LEA agree to mutually indemnify against claims against their respective agencies as a result of any or all actions, claims, damages and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors or omissions of the other party. The Parties further agree that each shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this agreement. SCCOE shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by the LEA that is in conformity with the procedures set forth in this MOU. The LEA specific assignments pursuant to an Attachment to this MOU may be subject to specific indemnification clauses contained within the attachments to this MOU.
12. Severability: If any provision of this MOU is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.

13. Term of the Agreement: This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the Parties. LEA understands that this agreement is part of an effort to standardize data sharing and management between SCCOE and all districts it serves, and as such, every Effort will be made to maintain a common agreement across all agencies. Notwithstanding the foregoing, this MOU shall terminate five (5) years after the effective date above.
14. Termination: Either Party may terminate this MOU upon ninety (90) days' written notice. SCCOE certifies that Student Data shall not be retained or available to SCCOE upon expiration of the term of this MOU. SCCOE shall work with LEA for the orderly transfer and disposition of Student Data. SCCOE shall also destroy or return to the LEA all Student Data obtained, pursuant to this MOU when such Student Data are no longer required for the MOU, or within a reasonable time.
15. Dispute Resolution: In the event of a dispute between any party to this MOU, the parties shall attempt to resolve their disputes informally, in discussions involving the decision-makers for each of the parties. If these discussions are not successful, the parties shall retain a mediator to resolve the dispute with the mediation to be held within 90 days of the date the dispute arises. If mediation is not successful, either party shall have the right to bring the dispute before the Santa Cruz County Superior Court.

IN WITNESS WHEREOF, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of Santa Cruz, State of California.

SANTA CRUZ COUNTY
SUPERINTENDENT OF SCHOOLS

SCHOOL DISTRICT
ADDRESS
CITY, ZIP

By: SCCOE

By: Scott Turnbull

Name: Paul Webb

Name: Scott J. Turnbull

Title: SPT

Title: Superintendent

Dated: 9/29/17

Dated: 9/16/17

Attachment 1

Santa Cruz County Office of
Education Data Sharing Contact
List
(Please complete and return with
MOU)

District Name:

Sageel Union Elementary School District

Executive Contact:

Name:

Scott Turnbull

Email Address:

sturnbull@suesd.org

Title:

Superintendent

Phone Number:

831-464-5639

Assessment Contact:

Name:

Maura Barker

Email Address:

mbarker@suesd.org

Title:

Assistant Superintendent,
Educational Services

Phone Number:

831-464-5630

CALPADS Contact:

Name:

Michelle Kennedy

Email Address:

mkennedy@suesd.org

Title:

Assistant Superintendent,
Business Services

Phone Number:

831-464-5630

Student Information System Contact:

Name:

George Lopez

Email Address:

glopez@suesd.org

Title:

Technology Director

Phone Number:

831-464-5630

MEMORANDUM OF
UNDERSTANDING

Between the

Cypress
(School District)

And the

SANTA CRUZ COUNTY
SUPERINTENDENT OF
SCHOOLS

Regarding
DATA SHARING SERVICES

This Memorandum of Understanding ("MOU") is entered into this 17th day of September 2017, by and between the SANTA CRUZ COUNTY SUPERINTENDENT OF SCHOOLS ("SCCOE"), and the SCHOOL DISTRICT ("LEA" and collectively, "Parties").

WHEREAS, SCCOE and the LEA are entering into this MOU in order to facilitate and acknowledge the mutual sharing of data and integration between data management systems, as appropriate to improve efficiencies, establish responsibilities and fee structure between Parties; and

WHEREAS, the Parties wish to protect the privacy of pupil records, and to comply with any applicable privacy statutes, including FERPA, AB 1584 and SOPIPA; and

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of SCCOE and LEA with respect to data collected or retained by the LEA and/or by SCCOE.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

1. Specific Agreement and Rate: The terms and conditions of this MOU govern all occasions on which data sharing occurs between the SCCOE and the LEA during the term of this Agreement.
2. SCCOE Responsibilities: SCCOE shall help ensure Data available can only be viewed or accessed by parties legally allowed to do so, and as agreed upon by LEA.
3. LEA Responsibilities: LEA shall provide data extracts or permission access from the LEA's student information or other systems in order for the SCCOE to provide services. Data extracts will be provided electronically by the LEA to SCCOE.
 3. (i) The LEA shall designate those individuals who can: (a) Transmit data to SCCOE; (b) Request Release of data to the LEA or to third parties; or (c) Request extracts or data analysis to the LEA's data. The Data provided by the LEA shall include data relevant to the purpose of this MOU or specific system requirements.
 3. (ii) LEA shall be responsible for determining who has access to system. LEA shall also be responsible for determining and communicating to SCCOE the roles and responsibilities of each person with said access, including the person who is responsible for maintaining

the account.

4. Applicable Law: The sharing of Data under this MOU will from time to time include the collection and maintenance by the SCCOE of educational records that contain personally identifiable information on students and/or staff of the LEA. SCCOE is bound by the same regulations and laws for access and management of this Data, and will conform to all legal requirements. SCCOE and the LEA agree that the disclosure of information under this MOU complies with the requirements of Education Code sections 49076 and 49076.5, as amended by AB 733 and A B 1584 , the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99, as amended), Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), Student Online Personal Information Protection Act ("SOPIPA") (California Business and Professions Code section 22534), and other state and federal laws and regulations regarding educational records.

Both Parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both Parties agree to maintain full compliance with such requirements. Without limitation to the foregoing, SCCOE and the LEA additionally agree that aggregated (non-individually identifiable) data may be reported upon or shared as allowable by law.

5. Ownership of Data: SCCOE and the LEA agree that the LEA will continue to maintain ownership of its source data. SCCOE agrees that it will not alter the LEA's source data without explicit authorization from the LEA, and is not responsible for any errors therein. SCCOE shall not be responsible for the type or quality of the data provided by the LEA, and SCCOE makes no warranty as to the Data itself. The LEA understands that though SCCOE may notify it of issues it discovers with the source data, the LEA is responsible for any corrections required to its own data or will authorize SCCOE to make explicit change(s). The LEA acknowledges that accurate reports rely upon accurate source data being maintained by the LEA. Each party owns or controls its data systems and the work product generated by such systems.
6. Prohibited Use of Data: Except as otherwise permitted by the terms of this Agreement, SCCOE shall not use the data supplied to it in an unauthorized manner. Specifically, SCCOE shall not sell or release student data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this Agreement.
7. Data Security: Both Parties agree to maintain appropriate security protocols in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by Parties legally allowed to do so. SCCOE shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of data requests by the LEA. SCCOE shall provide the LEA with contact information for the person at SCCOE who the LEA may contact if the LEA has security concerns or questions. Where applicable, SCCOE will require unique account identifiers, user names and passwords that must be entered each time user signs in.
8. Data Breach Notification: Upon becoming aware of any unlawful or unauthorized access to Student and/or Staff Data stored on Equipment used by SCCOE or in facilities used by SCCOE, SCCOE will take the following measures:

3. (i) Promptly notify the LEA of the suspected or actual incident, including the type of data

subject to the unauthorized access.

8.(ii) Promptly investigate the incident and provide the LEA with detailed information regarding the incident, including the identity of the affected users, and the estimated date of the breach.

8.(iii) Assist the LEA in notifying either the student or their legal guardian, and take commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident.

9. Outside Agencies:

9. (i) Additionally, the LEA and SCCOE may have the periodic needs to share data, as legally allowed, with university and social science/education researchers for academic purposes to allow researchers to collaborate with the LEA and SCCOE or to perform relevant research studies. SCCOE shall notify the LEA in writing of the following: (1) The identity of the researchers or organizations to whom the data will be transmitted; (2) Provide contracts when requested, which shall include provisions binding the researcher to the terms of this MOU; and (3) the types of data to be transmitted; and (4) the manner in which the data shall be de-identified or aggregated.

9.(ii) SCCOE agrees that no data will be made accessible to any such agency for any purpose other than those limited to the data required and relevant to the program's services, and only under conditions allowed by law.

9.(iii) SCCOE may be required by subpoena or other lawfully issued order to divulge student data to law enforcement or other reviewing agency. When permitted by the requesting agency, SCCOE shall provide the LEA with notice of the request and types of information requested. Both SCCOE and the LEA have periodic needs to share student data, as legally allowed, with public agencies (including the California Department of Education) needing access to such data to provide services to students. SCCOE and the LEA understand that the sharing of data for use in such systems will greatly streamline the process of getting important services to students.

10. Independent Contractors: Both Parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the Parties' systems, and by state and federal law governing such access.

11. Indemnification/Liability: SCCOE and the LEA agree to mutually indemnify against claims against their respective agencies as a result of any or all actions, claims, damages and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors or omissions of the other party. The Parties further agree that each shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this agreement. SCCOE shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by the LEA that is in conformity with the procedures set forth in this MOU. The LEA specific assignments pursuant to an Attachment to this MOU may be subject to specific indemnification clauses contained within the attachments to this MOU.

12. Severability: If any provision of this MOU is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.

13. Term of the Agreement: This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the Parties. LEA understands that this agreement is part of an effort to standardize data sharing and management between SCCOE and all districts it serves, and as such, every Effort will be made to maintain a common agreement across all agencies. Notwithstanding the foregoing, this MOU shall terminate five (5) years after the effective date above.
14. Termination: Either Party may terminate this MOU upon ninety (90) days' written notice. SCCOE certifies that Student Data shall not be retained or available to SCCOE upon expiration of the term of this MOU. SCCOE shall work with LEA for the orderly transfer and disposition of Student Data. SCCOE shall also destroy or return to the LEA all Student Data obtained, pursuant to this MOU when such Student Data are no longer required for the MOU, or within a reasonable time.
15. Dispute Resolution: In the event of a dispute between any party to this MOU, the parties shall attempt to resolve their disputes informally, in discussions involving the decision- makers for each of the parties. If these discussions are not successful, the parties shall retain a mediator to resolve the dispute with the mediation to be held within 90 days of the date the dispute arises. If mediation is not successful, either party shall have the right to bring the dispute before the Santa Cruz County Superior Court.

IN WITNESS WHEREOF, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of Santa Cruz, State of California.

SANTA CRUZ COUNTY
SUPERINTENDENT OF SCHOOLS

By: SCCOE
Name: [Signature]
Title: Superintendent
Dated: 8/17/16

SCHOOL DISTRICT
ADDRESS
CITY, ZIP

By: [Signature]
Name: Megan Tresham
Title: Principal
Dated: 8/17/16

Attachment 1

Santa Cruz County Office of
Education Data Sharing Contact

List

(Please complete and return with
MCU)

District Name:

Live Oak Elementary

Executive Contact:

Name:

Megan Tresham

Email Address:

mtresham@losd.ca

Title:

Principal

Phone Number:

831.477.0302

Assessment Contact:

Name:

Email Address:

Title:

Phone Number:

CALPADS Contact:

Name:

Sydney Rosenberg

Email Address:

srosenberg@

Title:

Student Information
System Analyst

Phone Number:

losd.ca
831.477.6333

Student Information System Contact:

Name:

Same

Email Address:

Title:

Phone Number:

MEMORANDUM OF
UNDERSTANDING

Between the

Delta High School at Cabrillo College
(School District)

And the

SANTA CRUZ COUNTY
SUPERINTENDENT OF
SCHOOLS

Regarding
DATA SHARING SERVICES

This Memorandum of Understanding ("MOU") is entered into this 19th day of September 2017, by and between the SANTA CRUZ COUNTY SUPERINTENDENT OF SCHOOLS ("SCCOE"), and the SCHOOL DISTRICT ("LEA" and collectively, "Parties")

WHEREAS, SCCOE and the LEA are entering into this MOU in order to facilitate and acknowledge the mutual sharing of data and integration between data management systems, as appropriate to improve efficiencies, establish responsibilities and fee structure between Parties; and

WHEREAS, the Parties wish to protect the privacy of pupil records, and to comply with any applicable privacy statutes, including FERPA, AB 1584 and SOIPA; and

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of SCCOE and LEA with respect to data collected or retained by the LEA and/or by SCCOE.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

1. Specific Agreement and Rate: The terms and conditions of this MOU govern all occasions on which data sharing occurs between the SCCOE and the LEA during the term of this Agreement.
2. SCCOE Responsibilities: SCCOE shall help ensure Data available can only be viewed or accessed by parties legally allowed to do so, and as agreed upon by LEA.
3. LEA Responsibilities: LEA shall provide data extracts or permission access from the LEA's student information or other systems in order for the SCCOE to provide services. Data extracts will be provided electronically by the LEA to SCCOE.
 3. (i) The LEA shall designate those individuals who can: (a) Transmit data to SCCOE; (b) Request Release of data to the LEA or to third parties; or (c) Request extracts or data analysis to the LEA's data. The Data provided by the LEA shall include data relevant to the purpose of this MOU or specific system requirements.
 3. (ii) LEA shall be responsible for determining who has access to system. LEA shall also be responsible for determining and communicating to SCCOE the roles and responsibilities of each person with said access, including the person who is responsible for maintaining

the account.

4. Applicable Law: The sharing of Data under this MOU will from time to time include the collection and maintenance by the SCCOE of educational records that contain personally identifiable information on students and/or staff of the LEA. SCCOE is bound by the same regulations and laws for access and management of this Data, and will conform to all legal requirements. SCCOE and the LEA agree that the disclosure of information under this MOU complies with the requirements of Education Code sections 49076 and 49076.5, as amended by AB 733 and A B 1584 , the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99, as amended), Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), Student Online Personal Information Protection Act ("SOPIPA") (California Business and Professions Code section 22584), and other state and federal laws and regulations regarding educational records.

Both Parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both Parties agree to maintain full compliance with such requirements. Without limitation to the foregoing, SCCOE and the LEA additionally agree that aggregated (non-individually identifiable) data may be reported upon or shared as allowable by law.

5. Ownership of Data: SCCOE and the LEA agree that the LEA will continue to maintain ownership of its source data. SCCOE agrees that it will not alter the LEA's source data without explicit authorization from the LEA, and is not responsible for any errors therein. SCCOE shall not be responsible for the type or quality of the data provided by the LEA, and SCCOE makes no warranty as to the Data itself. The LEA understands that though SCCOE may notify it of issues it discovers with the source data, the LEA is responsible for any corrections required to its own data or will authorize SCCOE to make explicit change(s). The LEA acknowledges that accurate reports rely upon accurate source data being maintained by the LEA. Each party owns or controls its data systems and the work product generated by such systems.
6. Prohibited Use of Data: Except as otherwise permitted by the terms of this Agreement, SCCOE shall not use the data supplied to it in an unauthorized manner. Specifically, SCCOE shall not sell or release student data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this Agreement.
7. Data Security: Both Parties agree to maintain appropriate security protocols in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by Parties legally allowed to do so. SCCOE shall maintain all data obtained or generated pursuant to the Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of data requests by the LEA. SCCOE shall provide the LEA with contact information for the person at SCCOE who the LEA may contact if the LEA has security concerns or questions. Where applicable, SCCOE will require unique account identifiers, user names and passwords that must be entered each time user signs in.
8. Data Breach Notification: Upon becoming aware of any unlawful or unauthorized access to Student and/or Staff Data stored on Equipment used by SCCOE or in facilities used by SCCOE, SCCOE will take the following measures:

8. (i) Promptly notify the LEA of the suspected or actual incident, including the type of data

subject to the unauthorized access.

8.(ii) Promptly investigate the incident and provide the LEA with detailed information regarding the incident, including the identity of the affected users, and the estimated date of the breach.

8.(iii) Assist the LEA in notifying either the student or their legal guardian, and take commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident,

9. Outside Agencies:

9. (i) Additionally, the LEA and SCCOE may have the periodic needs to share data, as legally allowed, with university and social science/education researchers for academic purposes to allow researchers to collaborate with the LEA and SCCOE or to perform relevant research studies. SCCOE shall notify the LEA in writing of the following: (1) The identity of the researchers of organizations to whom the data will be transmitted; (2) Provide contracts when requested, which shall include provisions binding the researcher to the terms of this MOU; and (3) the types of data to be transmitted; and (4) the manner in which the data shall be de-identified or aggregated.

9.(ii) SCCOE agrees that no data will be made accessible to any such agency for any purpose other than those limited to the data required and relevant to the program's services, and only under conditions allowed by law.

9.(iii) SCCOE may be required by subpoena or other lawfully issued order to divulge student data to law enforcement or other reviewing agency. When permitted by the requesting agency, SCCOE shall provide the LEA with notice of the request and types of information requested. Both SCCOE and the LEA have periodic needs to share student data, as legally allowed, with public agencies (including the California Department of Education) needing access to such data to provide services to students. SCCOE and the LEA understand that the sharing of data for use in such systems will greatly streamline the process of getting important services to students.

10. Independent Contractors: Both Parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the Parties' systems, and by state and federal law governing such access.

11. Indemnification/Liability: SCCOE and the LEA agree to mutually indemnify against claims against their respective agencies as a result of any or all actions, claims, damages and losses, including attorney's fees that may arise out of or in any way result from the negligent or intentional acts, errors or omissions of the other party. The Parties further agree that each shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this agreement. SCCOE shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by the LEA that is in conformity with the procedures set forth in this MOU. The LEA specific assignments pursuant to an Attachment to this MOU may be subject to specific indemnification clauses contained within the attachments to this MOU.

12. Severability: If any provision of this MOU is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.

13. Term of the Agreement: This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the Parties. LEA understands that this agreement is part of an effort to standardize data sharing and management between SCCOE and all districts it serves, and as such, every Effort will be made to maintain a common agreement across all agencies. Notwithstanding the foregoing, this MOU shall terminate five (5) years after the effective date above.
14. Termination: Either Party may terminate this MOU upon ninety (90) days' written notice. SCCOE certifies that Student Data shall not be retained or available to SCCOE upon expiration of the term of this MOU. SCCOE shall work with LEA for the orderly transfer and disposition of Student Data. SCCOE shall also destroy or return to the LEA all Student Data obtained, pursuant to this MOU when such Student Data are no longer required for the MOU, or within a reasonable time.
15. Dispute Resolution: In the event of a dispute between any party to this MOU, the parties shall attempt to resolve their disputes informally, in discussions involving the decision-makers for each of the parties. If these discussions are not successful, the parties shall retain a mediator to resolve the dispute with the mediation to be held within 90 days of the date the dispute arises. If mediation is not successful, either party shall have the right to bring the dispute before the Santa Cruz County Superior Court.

IN WITNESS WHEREOF, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of Santa Cruz, State of California.

SANTA CRUZ COUNTY
SUPERINTENDENT OF SCHOOLS

By: SCCOE
Name: [Signature]
Title: Superintendent
Dated: 8/24/17

SCHOOL DISTRICT
ADDRESS
CITY, ZIP

By: [Signature]
Name: Angela Meeker
Title: Principal
Dated: 8/18/17

Attachment 1

Santa Cruz County Office of
Education Data Sharing Contact

List

(Please complete and return with
MOU)

District Name:

Delta High School at Cabrillo College

Executive Contact:

Name:

Angela Meeker

Email Address:

ameeker@deltaschool.org

Title:

Principal

Phone Number:

831 477-5212

Assessment Contact:

Name:

Jen Gebbie Rana

Email Address:

jrana@deltaschool.org

Title:

Dean

Phone Number:

831 477-5212

CALPADS Contact:

Name:

Angela Meeker

Email Address:

ameeker@deltaschool.org

Title:

Principal

Phone Number:

831 477-5212

Student Information System Contact:

Name:

Angela Meeker

Email Address:

ameeker@deltaschool.org

Title:

Principal

Phone Number:

831 477-5212

FactSheet

August 2017

California Education Funding

Students Deserve Better

by Manuel Buenrostro

Introduction

Despite a growing economy, California trails behind nearly every other state in terms of the resources it devotes to education. This fact sheet explores California's current investment in education, the educational needs of its students, and how the support these students receive falls short when compared to the rest of the nation. These realities make the case for increasing investments in education to ensure a brighter future for our students and our state.

Board members might consider the following questions as they read this fact sheet:

- » How is inadequate funding affecting the students and schools in my community?
- » How much would it cost to fully implement programs across all schools that would prepare every student for college and career success?

Money Matters

Growing evidence points to a positive relationship between education funding and improved student outcomes, particularly for students from low-income households. Multiple studies have shown that economically disadvantaged students who attend well-resourced schools demonstrate greater academic achievement than similar students in schools with fewer resources.^{1,2,3} Yet California has not responded to this evidence with an adequate investment in education to meet the needs of its students. This lack of adequate funding means that district and county office of education leaders will continue to make difficult decisions about where to allocate resources.

Current Approach to Distributing Education Resources: Local Control Funding Formula

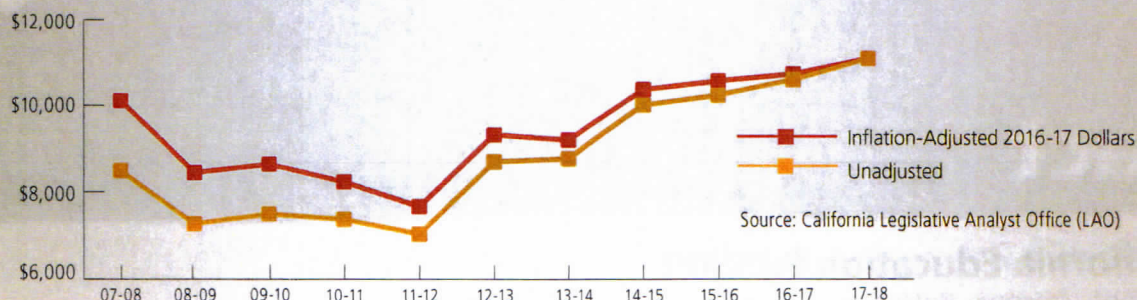
With the advent of the Local Control Funding Formula (LCFF) in 2013, California took a new approach to funding education—one that redistributed education dollars, rather than providing new resources. LCFF aggregates general education funding along with resources that were previously allocated through categorical programs and distributes these to districts through a base grant for all students along with supplemental grants to support students with higher needs—those from low-income families, English learners, and foster youth. An additional increment is provided to districts in which more than 55% of students are among those with higher needs. County offices of education receive funding through LCFF for two purposes. One is through an operations grant to support their oversight role in approving district Local Control Accountability Plans (LCAPs). The other is through alternative education grants that support county office of education instructional services. Two major pillars of LCFF are equity (thus, the increments for higher-need students) and flexibility, based on the tenet that local districts can best determine how to allocate education resources for the students in their communities.

Challenges in Funding Outlook

While LCFF on its own did not add to the state's education funds, the increases in tax revenue from the growing economy meant more resources for education through Proposition 98 requirements. In 2012, voters also approved increases in sales and income taxes through Proposition 30, which brought additional resources for education and in 2016, the passage of Proposition 55 extended these income tax increases. Nonetheless, when adjusting for inflation, California's per-student funding remained below pre-recession (2007–08) levels until the 2014–15 school year.⁴

Figure 1. K-12 Proposition 98 Funding Per Pupil^a

^a Reflects actual rates through 2015-16 and Governor's proposed rates thereafter.



While increases in funding have allowed districts and county offices of education to rebuild programs and expand some services, many fiscal challenges remain. These include an increasing local burden to cover obligations for pensions, healthcare, and other mandated services, such as those for students identified for special education services. For example, while federal and state sources covered 68% of special education service costs in 2004–05, their combined share had dropped to just 40% by the 2014–15 school year.⁵ Additionally, the state plan to significantly increase district contributions to both STRS and PERS (the retirement systems for teachers and nonteaching staff, respectively) means an annual cost to schools of \$4 billion when fully implemented by 2020–21.⁶ More recent CSBA projections show PERS and STRS costing school employers \$9.7 billion by 2023–24, up from \$3.08 billion in 2013–14. For more information on these cost pressures, see *California's Challenge: Adequately Funding Education in the 21st Century*.

California Has Many Students with Higher Needs

Compared to the national average, California has a larger proportion of students in need of additional resources to support their achievement. According to 2014–15 data from the National Center for Education Statistics (NCES), California has a higher proportion of students who are:

- » **Free or Reduced-Price Lunch Eligible.** In 2014–15, 58.7% of California students were eligible for free or reduced-price lunch (FRL), well above the national average of 51.8% and higher than 42 other states.⁷ Moreover, this percentage continues to increase: according to the California Department of Education (CDE), 58.1% of students were FRL-eligible for the 2016–17 school year, compared to 51% in 2006–07.⁸

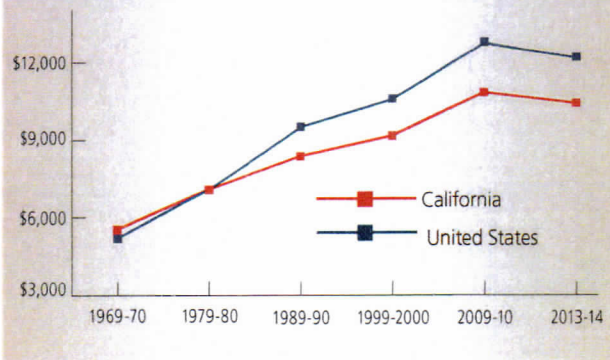
- » **English Learners.** In 2014–15, 22.4% of California students were English learners. This represents approximately one third of all English learners in the U.S., is more than double the national average of 9.4%, and is significantly higher than Nevada's 17%—the state with the second highest percentage of English learners.⁹
- » **Homeless.** California enrolls a higher proportion of homeless students (3.7%) than the national average (2.5%) and 44 other states.¹⁰

California has a slightly lower percentage of students identified for special education services than the national average—11.3% compared to 13% in 2014–15.¹¹ However, as in much of the nation, the number and percentage of students with special education needs is growing in California. According to the CDE, special education enrollment increased from 10.8% in 2006–07 to 12.1% in 2016–17.¹² Moreover, as previously noted, the federal and state funds earmarked for special education have not kept pace with the cost of meeting the needs of these students.¹³

California Lags Behind the Nation in Per-Student Investment

Despite overwhelming evidence that better-resourced schools can contribute to positive student outcomes, California invests far less than the national average in its students. During the 2013–14 school year, California public schools spent \$10,236 per student—\$1,762 below the \$11,998 national average. Comparing California to the 10 states that make the greatest per-pupil investment, California falls behind by approximately \$5,000 or more per student.¹⁴

Figure 2. United States and California Spending Per Student, Constant 2015-16 Dollars



According to Education Week's 2017 Quality Counts Report on state education spending, California was ranked as one of the lowest in both per-student spending and effort (i.e., the share of a state's total taxable resources devoted to education):¹⁵

- » **Per-Student Spending.** California ranked 45th among all states in spending per student, when adjusting for regional cost differences. It would take an additional \$22 billion to bring California's per-student spending up to the national average.
- » **Effort.** California tied for 45th for the percentage of the state's total taxable resources spent on education. In 2014, California invested 2.7% of these resources in education, compared to 3.3% nationally. An effort level of 3.3% would provide an additional \$12 billion to California schools.

Lack of Adequate Education Investment: Consequences for California's Students

This shortage of financial support has a significant impact on what is arguably the most important education resource: the adults in schools and classrooms who are available to work with students and ensure that they have the best education possible. Despite research strongly indicating the importance of caring adults in schools to improving student outcomes, California students have more limited access to such professionals. According to data from NCES, in 2014, California had among the highest:¹⁶

- » **Student-to-Teacher Ratios.** California had the highest student-teacher ratio among all states: 23.6 students per teacher, compared to 16.1 nationally.
- » **Student-to-Counselor Ratios.** California had 760.3 students per guidance counselor, compared to 482.4 nationally. Students in all other states except Arizona had better access to a guidance counselor.

- » **Student-to-Total Staff Ratios.** California had 11 students per total staff, compared to 8 nationally. Only two states, Nevada and Utah, had a higher student-staff ratio than California. In their measure of total staff, NCES included school and district administrators, administrative support staff, instructional coordinators, teachers, instructional aides, counselors, librarians, and other student support staff.

Conclusion

As elected community leaders, school board members can have a powerful voice in setting statewide priorities for the essential additional resources needed to close opportunity and achievement gaps for California's students. CSBA will continue to make the case for adequacy in education funding and support board members in their efforts to invest current resources equitably and effectively—providing resources according to need and implementing strategies that are more likely to produce positive student outcomes.

CSBA Resources

- » Behind the Numbers: The Cold, Hard Facts of California Public Funding
- » California Education: Funding Issues Survey
- » Meeting California's Challenge: Access, Opportunity, and Achievement: Key Ingredients for Student Success
- » California's Challenge: Adequately Funding Education in the 21st Century

Endnotes

- 1 Card, D., & Payne, A. A. (2002). School finance reform, the distribution of school spending, and the distribution of student test scores. *Journal of Public Economics*, 83(1), 49-82. Retrieved from <http://davidcard.berkeley.edu/papers/school-finance-reform.pdf>
- 2 Greenwald, R., Hedges, L.V., & Laine, R. D. (1996). The effect of school resources on student achievement. *Review of Educational Research*, 66(3), 361-396. Retrieved from <http://journals.sagepub.com/doi/pdf/10.3102/00346543066003361>
- 3 Jackson, C. K., Johnson, R. C., & Persico, C. (2015). *The effects of school spending on educational and economic outcomes: Evidence from school finance reforms* (No. w20847). National Bureau of Economic Research.
- 4 Analysis by the California Legislative Analyst Office (LAO).
- 5 Hill, L., Warren, P., Murphy, P, Ugo, I, & Pathak, A. (2016). *Special education finance in California*. Public Policy Institute of California: San Francisco, CA. Retrieved from http://www.pplic.org/content/pubs/report/R_1116LHR.pdf

- 6 California School Boards Association. (2015). *California's challenge: Adequately funding education in the 21st century*. West Sacramento, CA. Retrieved from https://www.csba.org/GovernanceAndPolicyResources/~media/CSBA/Files/Advocacy/ELA/2015_CaliforniasChallenge-FundingAdequacyReport.ashx
- 7 National Center for Education Statistics. *Digest of education statistics: Table 204.10. Number and percentage of public school students eligible for free or reduced-price lunch, by state: Selected years, 2000-01 through 2014-15*. Downloaded August 14, 2017 from https://nces.ed.gov/programs/digest/d16/tables/dt16_204.10.asp?current=yes
- 8 CDE Dataquest. *Selected statewide data: Free or reduced price meals*. Downloaded August 14, 2017 from <http://data1.cde.ca.gov/dataquest/Cbeds1.asp?FreeLunch=on&cChoice=StatProf1&cYear=2016-17&cLevel=State&cTopic=Profile&myTimeFrame=S&submit1=Submit>
- 9 National Center for Education Statistics. *Digest of education statistics: Table 204.20. Number and percentage of public school students participating in English language learner (ELL) programs, by state: Selected years, fall 2004 through fall 2014*. Downloaded August 14, 2017 from https://nces.ed.gov/programs/digest/d16/tables/dt16_204.20.asp?current=yes
- 10 National Center for Education Statistics. *Digest of education statistics: Table 204.75c. Number and percentage of homeless students enrolled in public elementary and secondary schools, by state or jurisdiction: 2009-10 through 2014-15*. Downloaded August 14, 2017 from https://nces.ed.gov/programs/digest/d16/tables/dt16_204.75c.asp?current=yes
- 11 National Center for Education Statistics. *Digest of education statistics: Table 204.70. Number and percentage of children served under Individuals with Disabilities Education Act (IDEA), Part B, by age group and state or jurisdiction: Selected years, 1990-91 through 2014-15*. Downloaded August 14, 2017 from https://nces.ed.gov/programs/digest/d16/tables/dt16_204.70.asp?current=yes
- 12 CDE Dataquest. *Special education enrollment by age and disability*. Downloaded August 14, 2017 from <http://data1.cde.ca.gov/dataquest/page2.asp?level=State&subject=SpecEd&submit1=Submit>
- 13 See endnote 5.
- 14 National Center for Education Statistics. *Digest of education statistics: Table 236.70. Current expenditure per pupil in average daily attendance in public elementary and secondary schools, by state or jurisdiction: Selected years, 1969-70 through 2013-14*. Downloaded August 14, 2017 from https://nces.ed.gov/programs/digest/d16/tables/dt16_236.70.asp?current=yes
- 15 Education Week Quality Counts. (2017). *School finance*. Retrieved from <http://bit.ly/2wTiafD>
- 16 National Center for Education Statistics. *Digest of education statistics: Table 213.20. Staff employed in public elementary and secondary school systems, by type of assignment and state or jurisdiction: Fall 2014*. Downloaded August 14, 2017 from https://nces.ed.gov/programs/digest/d16/tables/dt16_213.20.asp?current=yes

Manuel Buenrostro is an Education Policy Analyst for CSBA.

2015-2016 VACCINATION REPORT FOR BOARD MEETING, 5.19.16

GRADE	TOTAL STUDENTS	# STUDENTS WITH INCOMPLETE VACCINATIONS	% STUDENTS WITH INCOMPLETE VACCINATIONS		# PERSONAL BELIEF EXEMPTIONS	# MEDICAL EXEMPTIONS
PRE	23	6	26.09%		5	1
TK	2	0	0.00%		0	0
K	16	2	12.50%		2	1
1	13	3	23.08%		3	0
2	11	2	18.18%		2	0
3	12	4	33.33%		3	0
4	12	4	33.33%		4	0
5	8	3	37.50%		2	1
6	12	4	33.33%		3	0
K IS	6	5	83.33%		5	0
1 IS	4	3	75.00%		3	0
2 IS	5	4	80.00%		4	0
3 IS	5	3	60.00%		3	0
4 IS	3	2	66.67%		2	0
5 IS	4	4	100.00%		4	0
6 IS	2	0	0.00%		0	0
TOTAL	138	49	35.51%		45	3
5DAY	86	22	25.58%		19	1
IS	29	21	72.41%		21	0
PRE	23	6	26.09%		5	1
TOTAL	138	49	0.355072464		45	2

Note: This information comes from a review of all student cumulative files.

Almost half of PBE students' immunization records are now recorded in our computerized student information system, Schoolwise.

Of the 49 incomplete records, 45 have PBEs;

If all 49 families could produce a current vaccine record, this information would be up-to-date.

So far, 14 have replied although not all with current documentation.

2016-2017 Preschool and Kinder data reported to state, Oct 2016

GRADE	TOTAL STUDENTS	# STUDENTS WITH INCOMPLETE VACCINATIONS	% STUDENTS WITH INCOMPLETE VACCINATIONS	# PERSONAL BELIEF EXEMPTIONS	# MEDICAL EXEMPTIONS	# TEMPORARY MEDICAL EXEMPTIONS	# OTHER INCOMPLETE VACCINATIONS
PRE	18	7	38.89%	3	1	2	1
TK	2	0	0.00%	0	0	0	0
K	11	1	38.89%	0	0	1	0
1							0
2							0
3							0
4							0
5							0
6							0
K IS	5	3	60.00%	1	1	1	0
1 IS							0
2 IS							0
3 IS							0
4 IS							0
5 IS							0
6 IS							0
TOTAL	36	11	30.56%	4	2		1
5DAY	13	1	7.69%	0	1		0
IS	5	3	60.00%	1	0		0
PRE	23	6	26.09%	5	1		0
TOTAL	41	10	0.243902439	6	2		

VACCINATION REPORT FOR BOARD MEETING, 10.17.17

GRADE	TOTAL STUDENTS	# STUDENTS WITH INCOMPLETE VACCINATIONS	% STUDENTS WITH INCOMPLETE VACCINATIONS		# PERSONAL BELIEF EXEMPTIONS	# PERMANENT MEDICAL EXEMPTIONS	# TEMPORARY MEDICAL EXEMPTIONS	# OTHER INCOMPLETE VACCINATIONS
PRE	14	3	21.43%		0	3	0	0
TK	2	2	100.00%		0	1	1	0
K	15	2	13.33%		0	1	1	0
1	12	0	0.00%		0	0	0	0
2	13	1	7.69%		1	0	0	0
3	13	4	30.77%		4	0	0	0
4	9	1	11.11%		1	0	0	0
5	14	8	57.14%		3	0	0	5
6	14	7	50.00%		4	0	0	3
K IS	6	4	66.67%		0	3	1	0
1 IS	4	1	25.00%		0	1	0	0
2 IS	3	3	100.00%		3	0	0	0
3 IS	3	2	66.67%		2	0	0	0
4 IS	5	4	80.00%		4	0	0	0
5 IS	4	2	50.00%		2	0	0	0
6 IS	3	0	0.00%		0	0	0	0
TOTAL	134	44	32.84%		24	9	3	8
5DAY	92	25	27.17%		13	2	2	8
IS	28	16	57.14%		11	4	1	0
PRE	14	3	21.43%		0	3	0	0

**BOARD OF EDUCATION**

Ms. Jane Royer Barr
Ms. Rose Filicetti
Ms. Sandra Nichols
Ms. Sue Roth
Mr. Dana M. Sales
Mr. Abel Sanchez
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

September 27, 2017

To: Michael Watkins, County Superintendent of Schools, Santa Cruz
From: Mary Anne James, Associate Superintendent, Educational Services
Subject: 2016-17 Santa Cruz County Results: California Assessment of Student Performance and Progress (CAASPP)

The 2016-17 school year marked the third year of California's statewide student assessment system. The following results are from the Smarter Balanced Assessments which incorporate summative assessments in grades 3 through 8 and grade 11 in English Language Arts/Literacy and Mathematics.

For each grade level and subject area, students receive a score from approximately 2000 to 3000. The overall score falls into one of four achievement levels: *Standard Exceeded*, *Standard Met*, *Standard Nearly Met*, and *Standard Not Met*. Most of the tables and charts that follow report the combined percent of students who *met* or *exceeded* standard. In a two of the charts, the average, or scaled score within a grade level is used as an alternative metric.

Many acronyms are used to refer to state identified student groups in the tables and charts to save space. Economically Disadvantaged = Econ Dis; English Learner = EL; Students with Disabilities = SWD; **Ever English Learner = Ever EL**. This is a subgroup used for the first time in this third year of CAASPP and includes students who are currently English Learners and those who are former English Learners and have achieved Fluent English Proficient Status (RFEP).

1. STUDENTS TESTED:

Of Santa Cruz County students, Hispanic/Latino students made up the largest racial/ethnic subgroup portion of the students tested (56%), followed by White students (35%) and students of Two or More Races students (3 %). **See Table 1**

2. STATEWIDE COMPARISONS

In English Language Arts:

44.8% of Santa Cruz County students reached the Standard Met or Standard Exceeded achievement levels (26.65% reached Standard Met and 18.15% reached Standard Exceeded) compared to 48.56 % students statewide (28.44 % reached Standard Met and 20.12 % reached Standard Exceeded). [See Table 2](#)

In Mathematics:

32.96% of Santa Cruz County students reached the Standard Met or Standard Exceeded achievement levels (18.61% reached Standard Met and 14.35% reached Standard Exceeded) compared to 37.56% students statewide (19.96% reached Standard Met and 17.60 % reached Standard Exceeded). [See Table 2](#)

The student groups of African American/Black, White, and Students with Disabilities in Santa Cruz County reached the Standard Met or Standard Exceeded achievement levels at higher rates than their statewide counterparts on both the ELA and mathematics assessments. [See Table 2.](#)

All Santa Cruz County grade levels reached the Standard Met or Standard Exceeded achievement levels at lower than their statewide counterparts on the ELA and mathematics assessments: [See Table 3](#)

3. COUNTYWIDE RESULTS FOR 2017

In English Language Arts

Student performance in English Language Arts increased from grade 3 through 8. The percent of students who met or exceeded standards rose from 35.56% to 45.03% The significant differences between subgroup results demonstrates that some students are underserved in our county. There is a 38 percentage point difference between the percent of Hispanic/Latino and White students who reached the Standard Met or Standard Exceeded achievement levels. The percent of White student meeting or exceeding standard more than doubled that of Hispanic/Latino Students. The percent of students meeting or exceeding standard increases from grades 3 to 8. [See Figure 1](#)

In [Figure 2](#), the same achievement gap is demonstrated between all racial and ethnic subgroups, demonstrated by the red bar when compared to the results of the White student group. (In order to best analyze the achievement gap, the highest performing, significant subgroup, the white students, was used as the reference point.) The number of students tested in each group is listed to the right. Students with Disabilities had the lowest percent of students meeting or exceeding standards in English Language Arts. In this chart and Figure 4, the English Learner group is

replaced with **the Ever EL** group to include those students who had been redesignated as Fluent English Proficient Students (RFEP.)

In Mathematics

Achievement in Mathematics is significantly lower in our county than in Language Arts: 32.96% to 44.80%. The subgroup achievement gap is somewhat smaller in mathematics, where there is a 35 percentage point difference between the percent of two largest ethnic subgroups: Hispanic/Latino and White students. In Mathematics, the percent of students who met or exceed standard trends downward through the eight grade levels measured. **See Figure 3**

In **Figure 4**, the achievement gap is again viewed among all racial and ethnic subgroups demonstrated by the red bar as compared to the results of the White student group. The number of students tested in each group is listed to the right.

4. COMPARISON DATA OVER 3 YEARS: 2015 vs 2017 RESULTS

OVERALL:

In the aggregate, Santa Cruz County saw small, incremental growth in the CAASPP scores in this third year of comparison data. Results vary when viewed by subgroup or grade level as well as when measured by those meeting the standard or by calculating average score. Though changes over this period can begin to show a pattern, it is important to remember that unless specifically noted, the grade level scores represent different students each year. These are not longitudinal data nor a cohort of the same “graduating class.”

PERCENTAGE MET OR EXCEEDED STANDARD

Students improved two percentage points in English Language Arts since 2015 and one percentage point in Mathematics when comparing the percent of students who met or exceed the standard. In **Table 4**, subgroups and student grade levels are charted for three years. In English Language Arts, students in grade 6 increased from 39% to 46%. In Mathematics, students in grades 3 and 4 showed significant increases, while Economically Disadvantaged students and those in grade 8 showed a large decrease over the three year period.

MEAN SCALE SCORES

Mean scale scores, or the average of all scores within a grade level are used so that all students results are included, not just those who met or exceeded the standard.

See Figure 5 In English Language Arts results over the three years of CAASPP testing, the mean growth varies by grade level. Grade 6 saw a significant increase over each of the three years. In Grades 4, 7, and 8 the student average decreased over the three years. The grade 5 average decreased from 2016 but remains higher than the 2015 average.

See Figure 6 In Mathematics, the mean growth also varies by grade level. Grade 3 saw a significant increase over each of the three years. In grades 5, 7, and 8 the student average decreased over the three years. The grade 4 mean scale score decreased from 2016 but remains above the 2015 average.

GRADE 11: COLLEGE READINESS

Scores for students in grade 11 are used to identify those as *college ready* (exceeded standard,) *conditionally ready* (met standard,) or *not ready* for college. In the aggregate, 11th grade students made a 2.95% percentage point increase in English Language Arts over the three years See Figure 7 and showed a slight (less than 1% point) decrease in Mathematics. See Figure 8

Within the ethnic/racial subgroups, Hispanic/Latino high school students demonstrated an increase over three years in English Language Arts. Students reporting two or more races made the highest increase in college readiness with a growth of 6 percentage points in Mathematics.

COMPARISONS BY RACE/ETHNICITY and INCOME

In Figure 9, the percent of students who met or exceeded standards is compared among the larger racial and ethnic subgroup in Santa Cruz County along with whether the students are economically disadvantaged or not. This chart demonstrates that a racial and ethnic achievement gap is still evident even when income is held constant. Non Economically Disadvantaged Hispanic students continue to score nearly half the rate of White students on this measure. African American students score nearly half the rate of Asian students.

In Figure 10, the same disparity among race and ethnicity is viewed in Mathematics though scores in general are lower than in English Language Arts.

5.THREE YEAR LONGITUDINAL SCORES

The last two tables demonstrate the percent of students who met or exceeded standard by cohort. In other words, the same students' scores are matched over the three year period.

In Table 5 the majority of student cohorts showed an increase in the percent meeting or exceeding standard in English Language Arts between 2015-2017. The youngest cohort of students, 5th graders in spring 2017, showed an 11.29 percentage point increase over time.

In Mathematics, Table 6, the percentages of students meeting or exceeding standards by cohort are almost balanced between those whose scores increased, and those whose decreased. That same cohort of grade 5 students in spring 2017, decreased in the percent meeting or exceeding standard except for those who report two or more races. The cohort of students who were in

grade 7 in Spring 2017, all demonstrated an increase, except for the subgroup of students with disabilities.

Table 1

Santa Cruz County Students Tested by Subgroup

	# Students enrolled in grades 3-8 and 11	% of total enrolled	# Students with scores	# Students without scores
All Students	21,870	100%	20,781	1,089
Hispanic/Latino	12,347	56%	11,849	498
Asian	491	2%	467	24
White	7,724	35%	7,271	453
Two or More Races	650	3%	613	37
Black/African American	175	<1%	163	12
Econ Disadvantaged	10,030	46%	9,561	469
English Learners	5,847	27%	5,566	281
Ever English Learners	9,553	44%	9,253	300
Students with Disabilities	2,839	13%	2,639	200

Table 2

**2017 Comparison Data: English Language Arts and Math
Santa Cruz County and California Results by Subgroup
Percent of Students Meeting or Exceeding Standard**

ELA	Asian	Black	Hispanic	White	Econ Dis	EL	Ever EL	SWD	All
Santa Cruz	73.45	49.08	28.53	66.7	28.39	7.82	24.21	15.77	44.8
California	75.54	31.23	37.28	64.29	35.52	12.09	37.04	13.86	48.56
Math									
Santa Cruz	66.03	31.06	17.9	52.99	17.19	7.3	15.17	12.22	32.96
California	72.69	19.02	25.20	52.85	24.57	12.32	27.71	11.10	37.56

Table 3

**2017 Comparison Data: English Language Arts and Math
Santa Cruz County and California Results by Grade Level
Percent of Students Meeting or Exceeding Standard**

ELA	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Grade 8	Grade 11	All
Santa Cruz	35.56	38.35	44.29	45.77	46.54	45.03	59.5	44.8
California	43.9	45.06	46.54	47.03	49.40	48.61	59.76	48.56
Math								
Santa Cruz	39.73	34.5	31.21	31.12	34.66	30.22	29.14	32.96
California	46.83	40.45	33.83	36.48	37.27	36.30	32.14	37.56

Figure 1

**2017 English Language Arts
Results by Subgroup and Grade
Percent Met and Exceeded Standards**

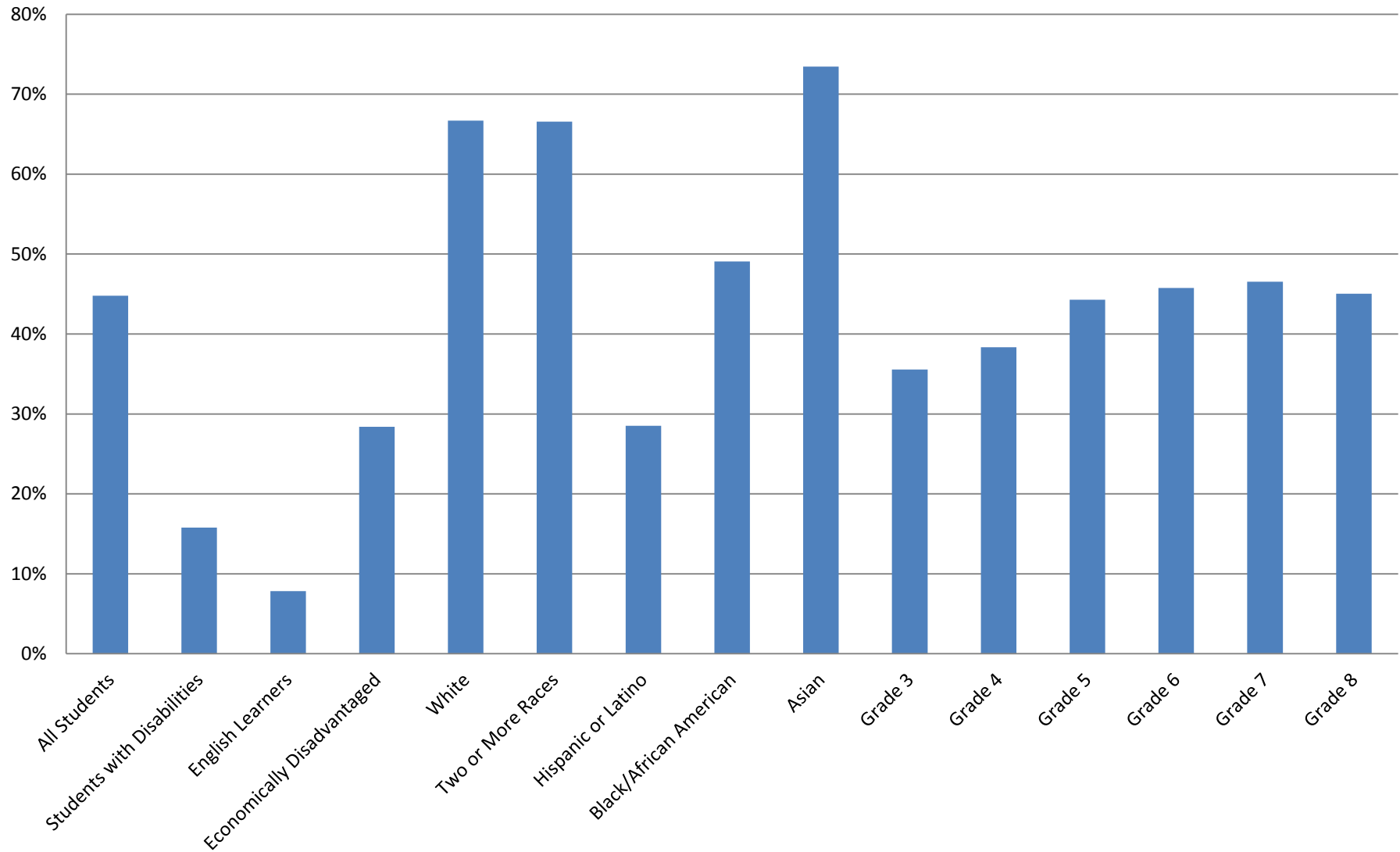


Figure 2

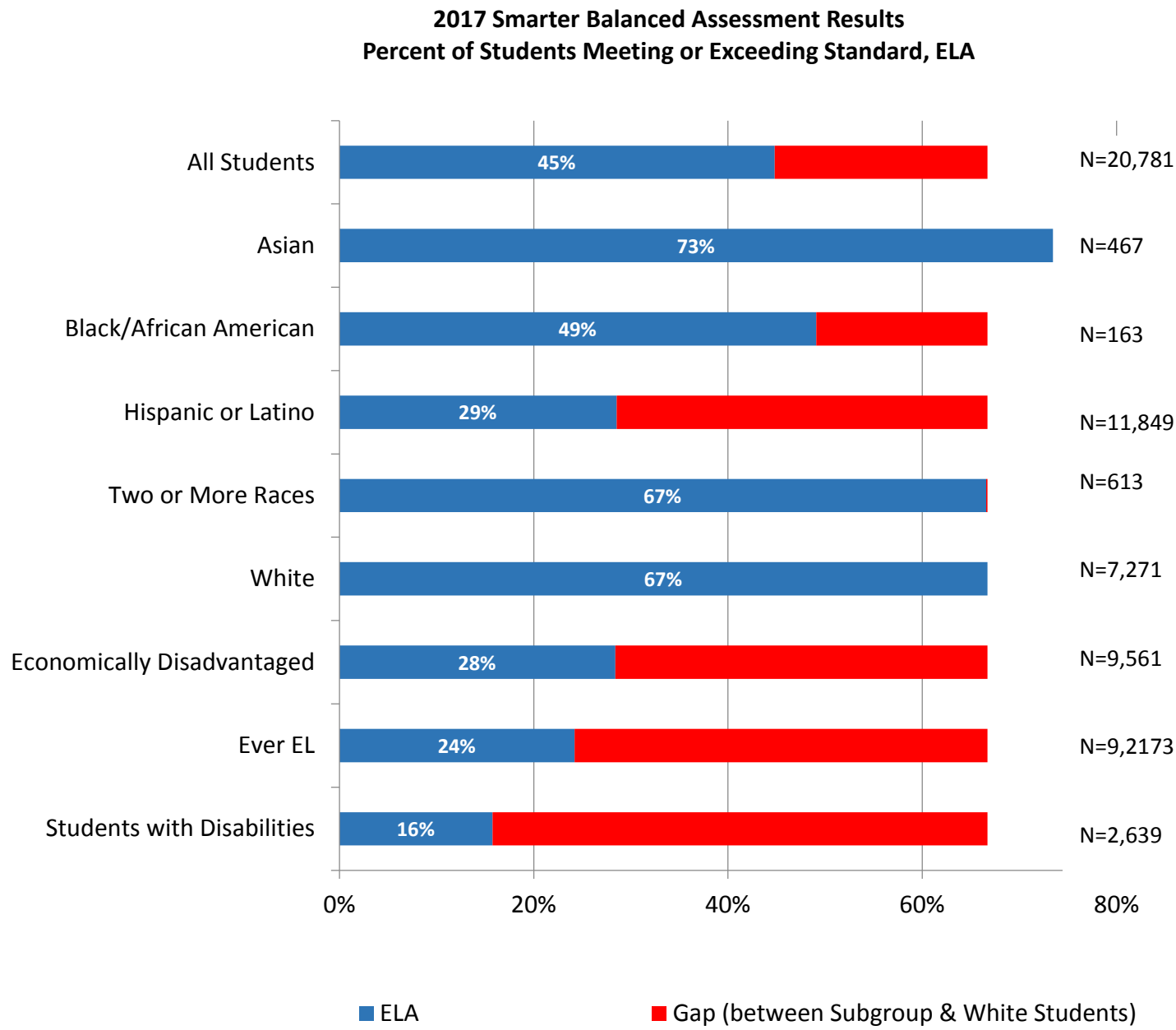


Figure 3

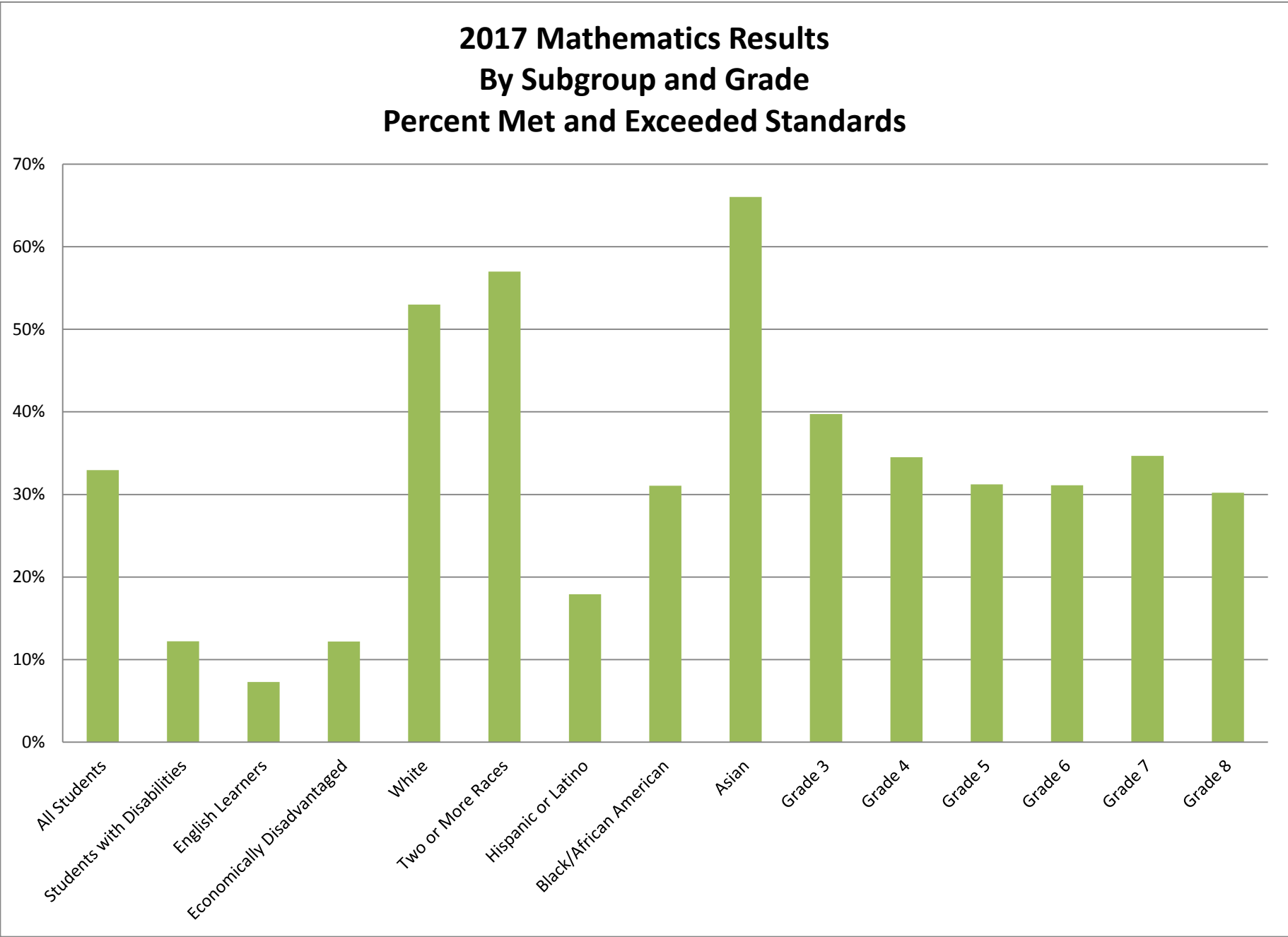


Figure 4

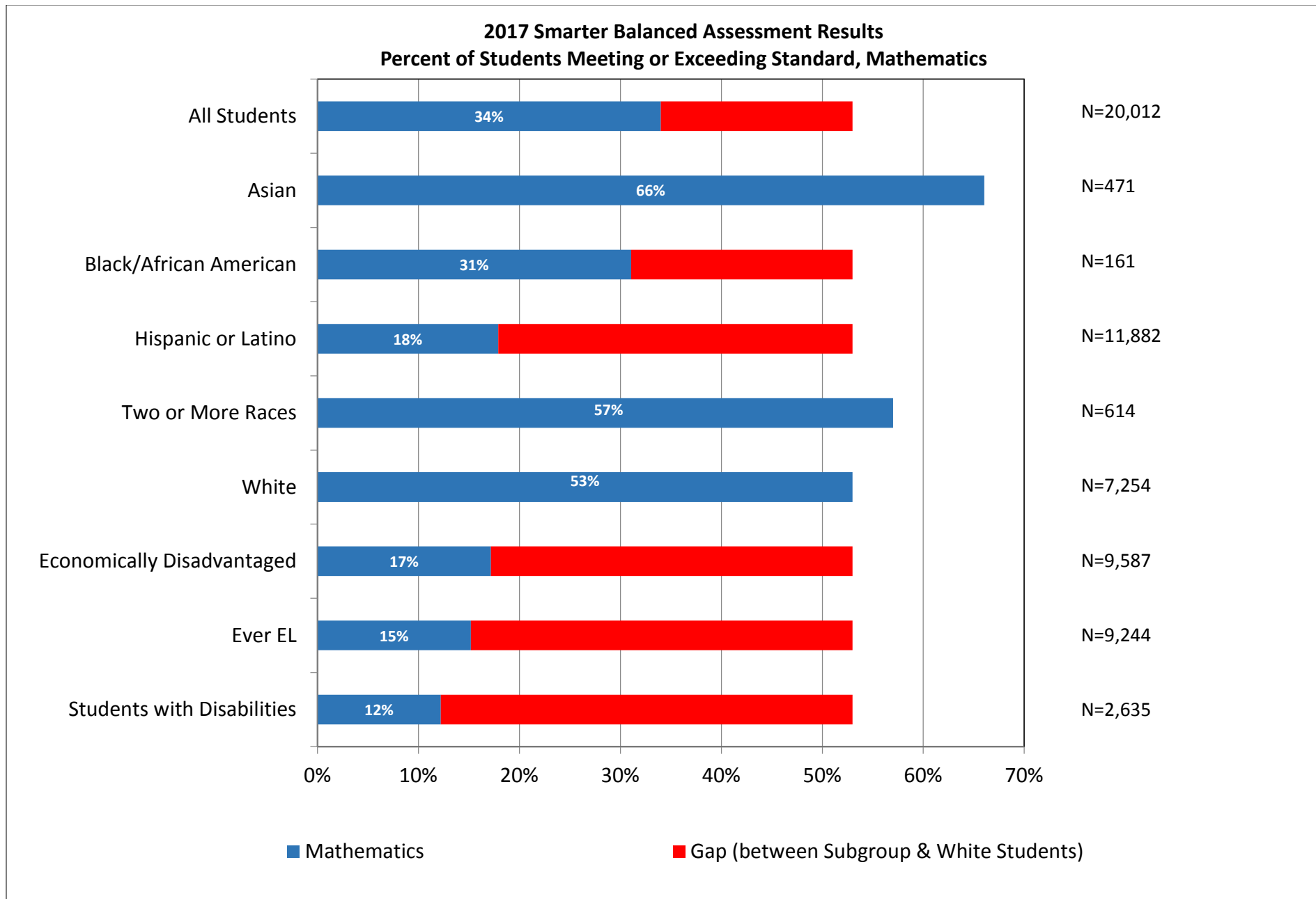


Table 4

CAASPP Results 2015-2017 Percent Met or Exceeded Standard

	2015	2016	2017	3 year change	2015	2016	2017	3 year change
	ELA				Mathematics			
All Students	43%	45%	45%	2	32%	34%	33%	1
Students with Disabilities	17%	15%	16%	-1	13%	12%	12%	-1
English Learners *	8%	8%	8%		7%	7%	7%	
Economically Disadvantaged	26%	28%	28%	2	16%	17%	12%	-4
White	65%	67%	67%	2	53%	55%	53%	
Two or More Races	66%	66%	67%	1	54%	60%	57%	3
Hispanic or Latino	27%	29%	29%	2	17%	18%	18%	1
Black/African American	49%	46%	49%		29%	32%	31%	2
Asian	73%	73%	73%		68%	69%	66%	-2

Grade 3	33%	34%	36%	2	34%	38%	40%	6
Grade 4	38%	39%	38%		31%	33%	35%	4
Grade 5	44%	48%	44%		29%	33%	31%	2
Grade 6	39%	41%	46%	7	29%	30%	31%	2
Grade 7	46%	48%	47%	1	35%	35%	35%	
Grade 8	47%	46%	45%	-2	36%	35%	30%	-6

- English Learners are included in this chart because of the availability of 3 year data. In future years, the subgroup of Ever ELs will be included.

Figure 5

CAASPP ELA Mean Scale Scores 2015 to 2017 by Grade Level

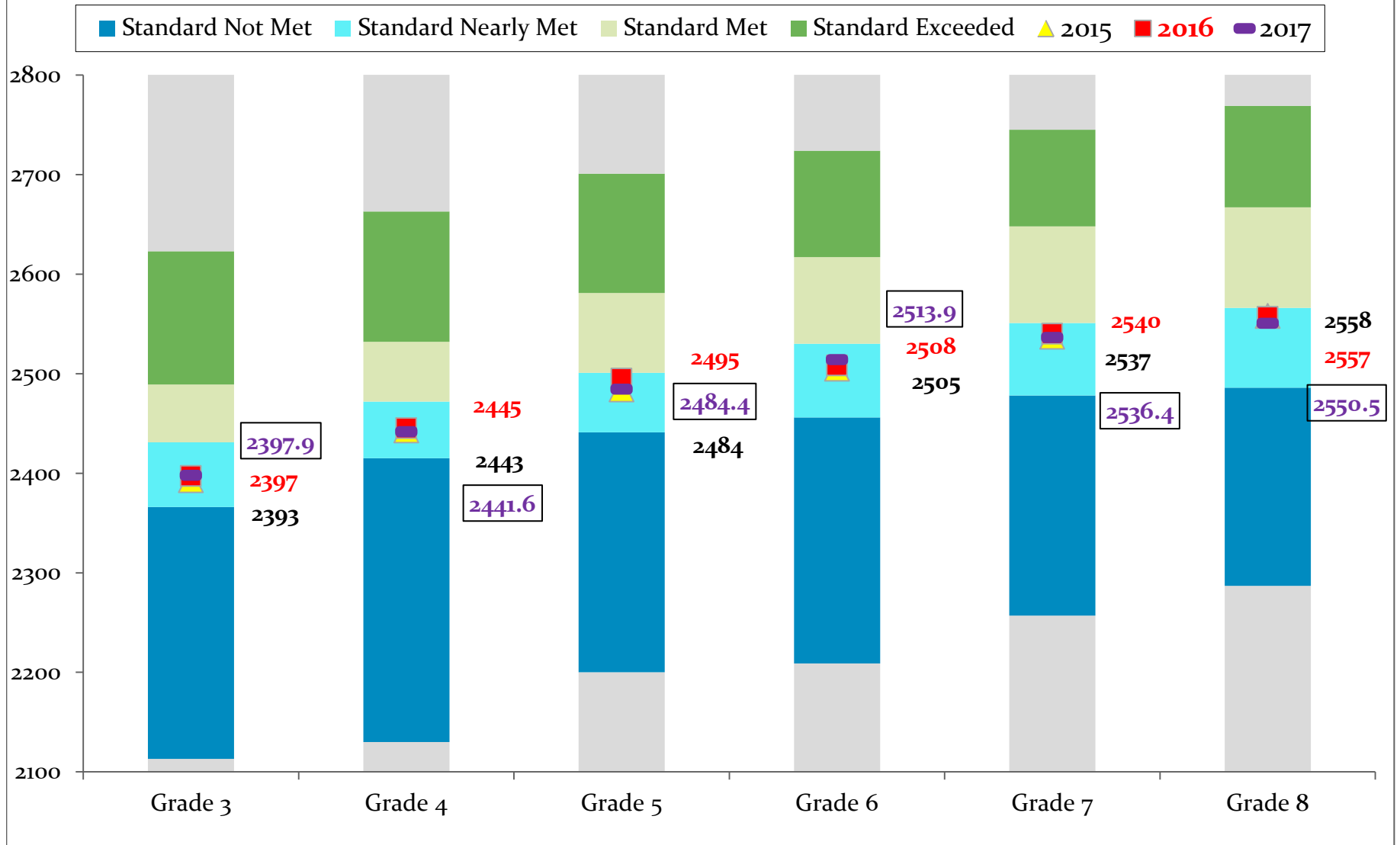


Figure 6

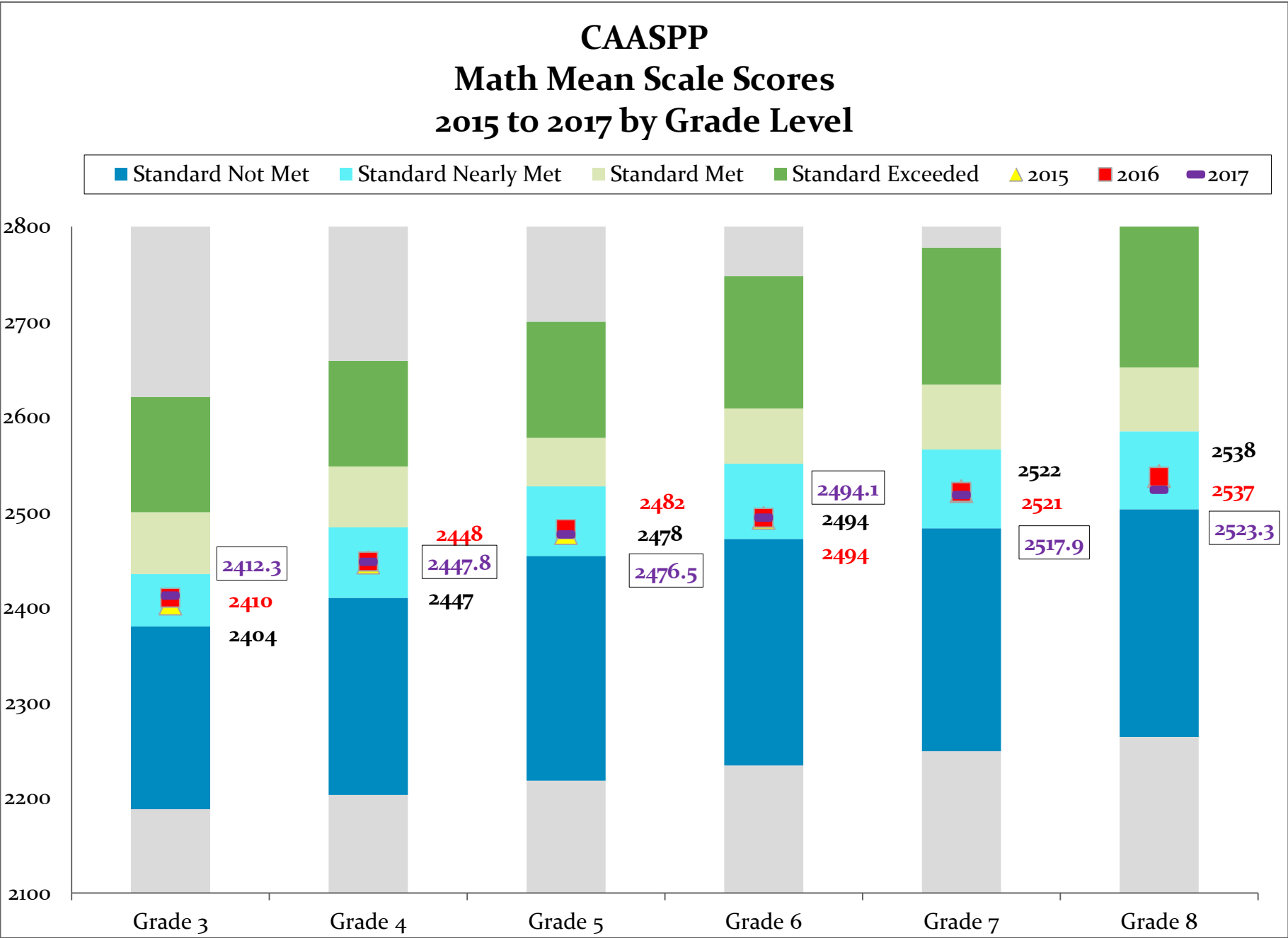


Figure 7

Santa Cruz County <u>Grade 11</u> CAASPP Results College Readiness 2015-2017									
English Language Arts: Percent of Students Meeting or Exceeding Standards									
ELA	All	Asian	Black	Hispanic	White	Two or More	Econ. Dis.	EL	SWD
2015	57	72	57	43	76	73	43	6	20
2016	58	78	40	45	72	78	46	5	21
2017	59.5	72.92	72.23	47.38	73.93	76.06	45.11	8.22	20.45
N in 2017:	2,984	48	26	1,609	1,168	76			

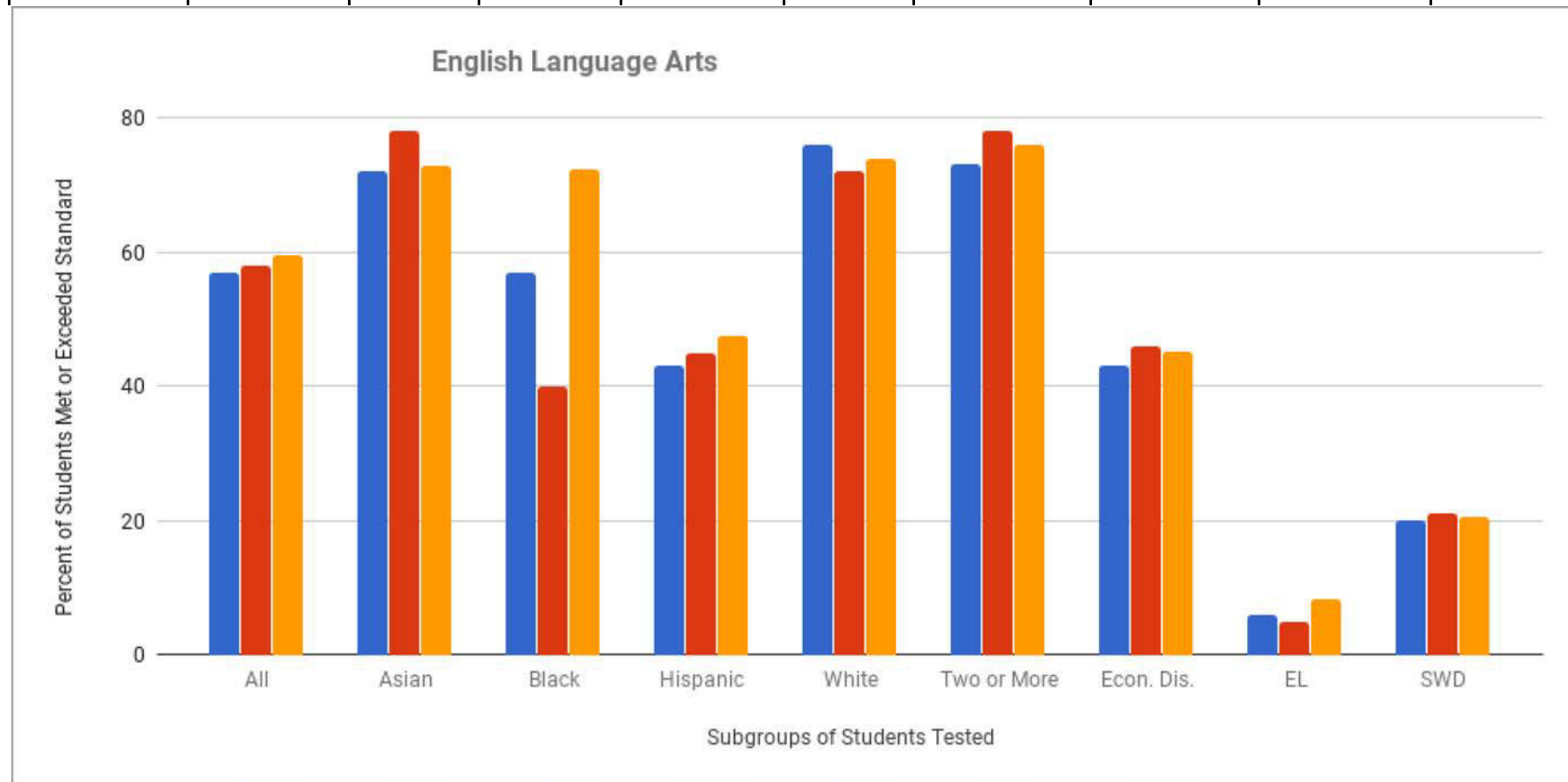


Figure 8

	Santa Cruz County <u>Grade 11</u> CAASPP Results College Readiness 2015-2017								
	Mathematics: Percent of Students Meeting or Exceeding Standards								
MATH	All	Asian	Black	Hispanic	White	Two or More	Econ. Dis.	EL	SWD
2015	30	56	31	14	48	49	14	1	7
2016	30	61	33	16	45	63	15	2	7
2017	29.14	54.1	33.33	15.7	44.37	55.72	13.67	1.07	4.6
<i>N in 2017</i>	2,984	48	26	1,609	1,168	76			

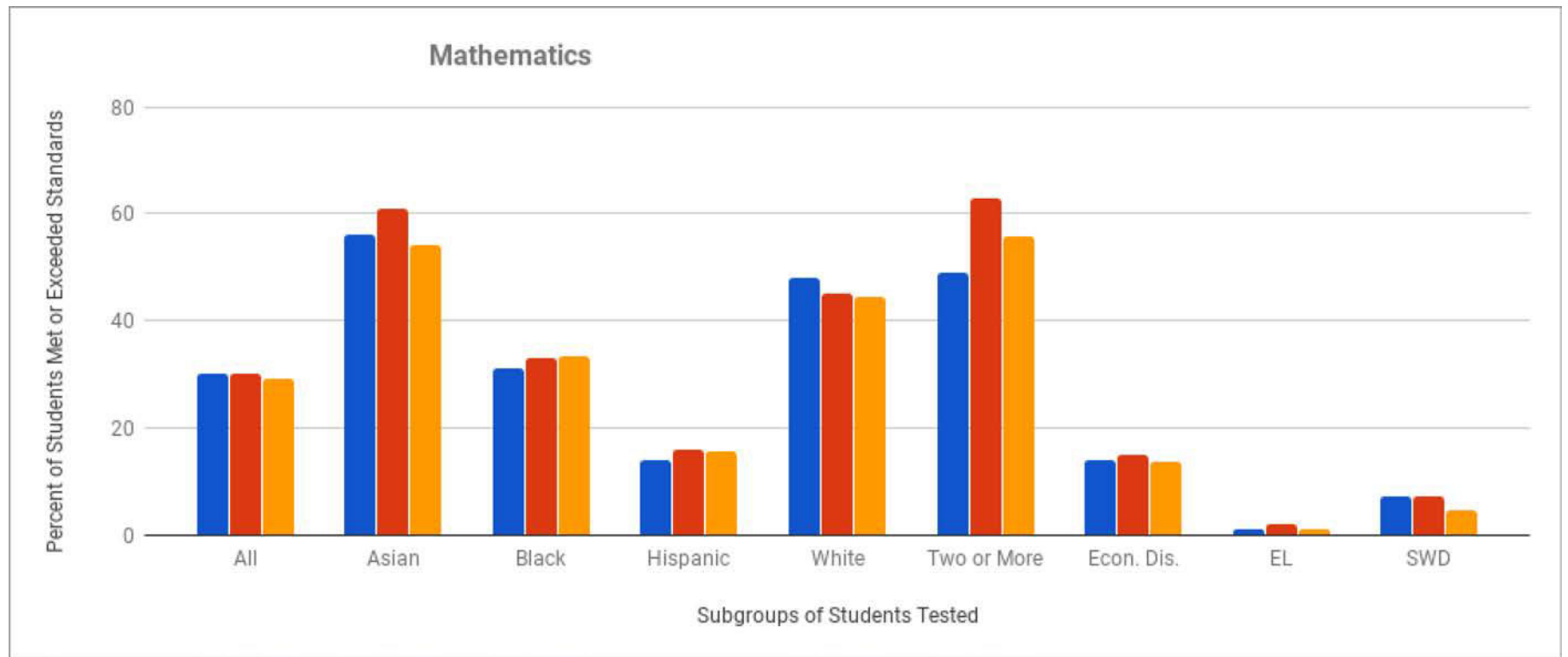


Figure 9

2017 Santa Cruz County CAASPP Results In English Language Arts by Race/Ethnicity and Income Percent of Students who Met or Exceeded Standards

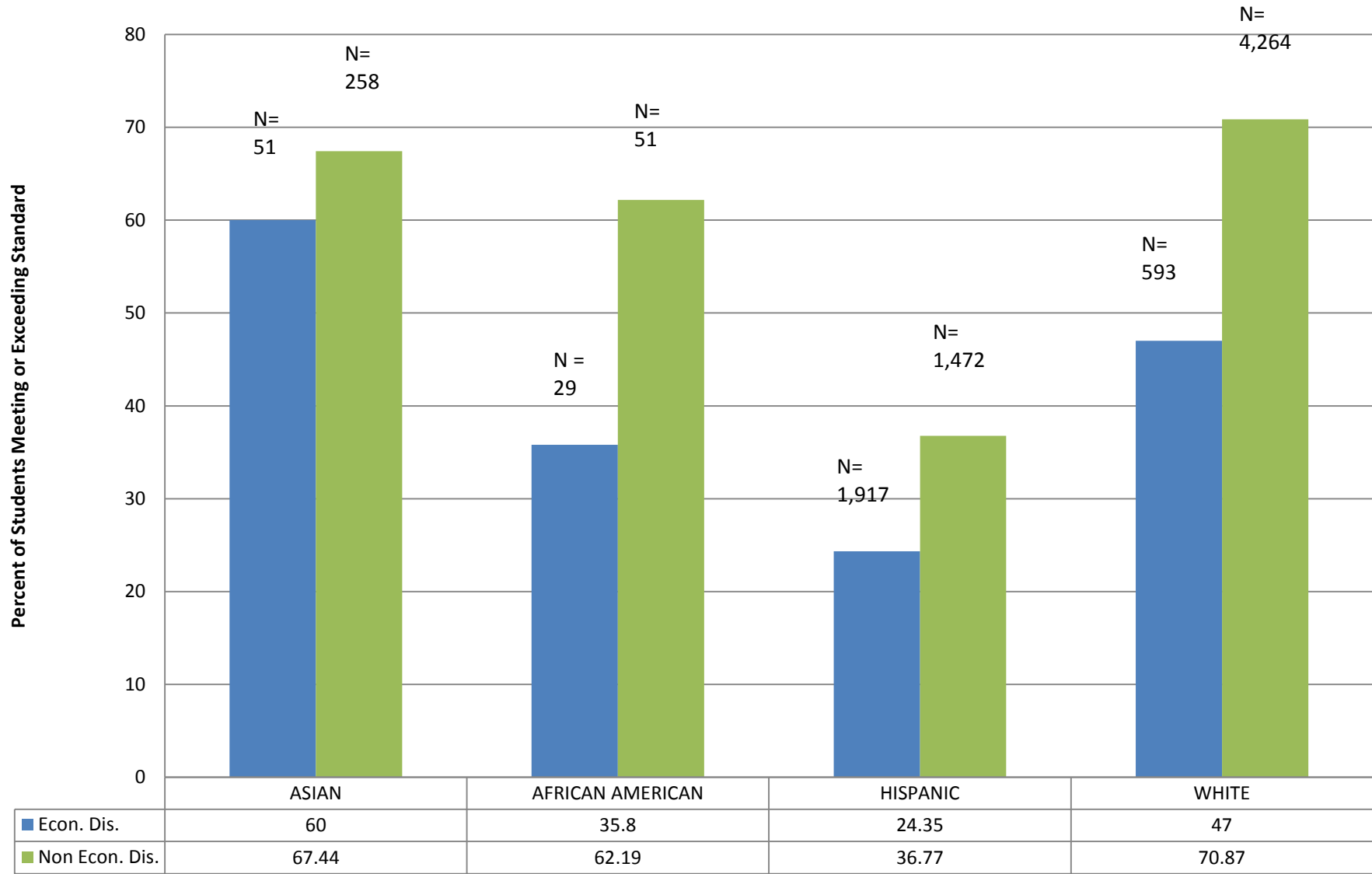


Figure 10

**2017 Santa Cruz County CAASPP Results in
Math by Race/Ethnicity and Income
Percent of Students who Met or Exceeded Standards**

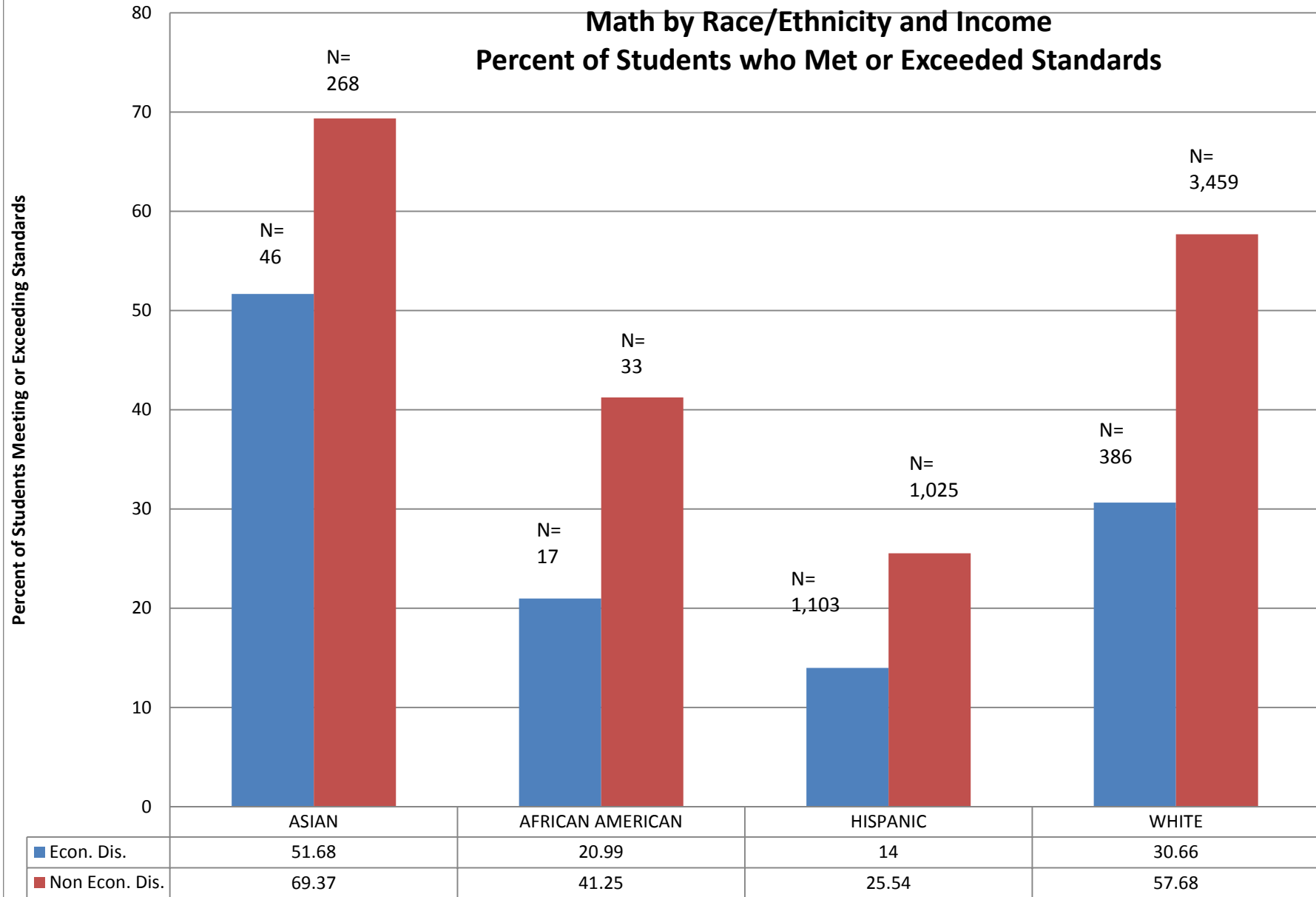


Table 5**California Assessment of Student Performance and Progress Results****2015-2017 Overall Cohort Results: Percent of Students who Met or Exceeded Standard****English Language Arts/Literacy**

	2015	2016	2017	3 year Change	2015	2016	2017	3 year Change	2015	2016	2017	3 year Change	2015	2016	2017	3 year Change
Group	Grade 3	Grade 4	Grade 5		Grade 4	Grade 5	Grade 6		Grade 5	Grade 6	Grade 7		Grade 6	Grade 7	Grade 8	
All Students	33	39	44.29	11.29	38	48	45.77	7.77	44	41	46.54	2.54	39	48	45.03	6.03
Hispanic/ Latino	16	23	26.54	10.54	22	32	28.01	6.01	28	25	29.6	1.6	23	30	29.14	6.14
Asian	72	73	80.49	8.49	69	74	77.14	8.14	87	81	83.95	-3.05	70	61	57.41	-12.59
White	55	62	66.73	11.73	60	73	70.7	10.7	66	64	67.35	1.35	64	73	67.93	3.93
Two or More Races	60	60	70.37	10.37	63	78	71.71	8.71	62	58	73.87	11.87	57	67	63.64	6.64
Black/ African American	32	35	33.33	1.33	50	60	51.72	1.72	59	42	52.17	-6.83	62	57	63.64	1.64
Economically Disadvantaged	17	23	27.99	10.99	21	31	27.67	6.67	26	24	29.18	3.18	21	28	27.47	6.47
Hispanic Econ Disadvantaged	13	20	22.75	9.75	17	28	23.74	6.74	22	20	24.13	2.13	18	25	24.21	6.21
English Learners	12	11	7.3	-4.7	8	12	6.54	-1.46	9	3	5.48	-3.52	3	4	3.32	0.32
Students with Disabilities	17	18	17.28	0.28	15	17	12.12	-2.88	18	11	12.67	-5.33	11	11	14.18	3.18

Table 6**California Assessment of Student Performance and Progress Results****2015-2017 Overall Cohort Results: Percent of Students who Met or Exceeded Standard****Mathematics**

	2015	2016	2017	3 year Change	2015	2016	2017	3 year Change	2015	2016	2017	3 year change	2015	2016	2017	3 year Change
Group	Grade 3	Grade 4	Grade 5		Grade 4	Grade 5	Grade 6		Grade 5	Grade 6	Grade 7		Grade 6	Grade 7	Grade 8	
All Students	34	33	31.21	-2.79	31	33	31.12	0.12	29	30	34.66	5.66	29	35	30.22	1.22
Hispanic/ Latino	19	17	15.27	-3.73	16	15	14.92	-1.08	14	14	17.87	3.87	14	17	15.35	1.35
Asian	70	68	64.56	-5.44	70	65	74.65	4.65	68	74	74.39	6.39	62	57	56.37	-5.63
White	57	53	51.31	-5.69	53	56	52.72	-0.28	51	51	55.53	4.53	51	59	51.09	0.09
Two or More Races	55	57	60.5	5.5	57	69	59.59	2.59	49	54	58.89	9.89	44	61	51.14	7.14
Black/ African American	32	36	26.92	-5.08	38	38	41.38	3.38	24	25	34.78	10.78	33	25	17.39	-15.61
Economically Disadvantaged	19	18	17.3	-1.7	15	16	14.33	-0.67	14	13	17.94	3.94	12	16	13.96	1.96
Hispanic Econ Disadvantaged	15	15	12.63	-2.37	13	13	11.53	-1.47	11	9	13.88	2.88	10	13	11.67	1.67
English Learners	15	10	3.45	-11.55	6	5	3.15	-2.85	3	1	12.67	9.67	2	2	2.1	0.1
Students with Disabilities	19	16	13.13	-5.87	15	12	8.68	-6.32	12	7	10.08	-1.92	8	9	7.85	-0.15

Payables Prelist**9.30.2017 ()****PSD****Check****39 - AT&T**

PO 18-00080-September	01-0000-0-0000-2700-5900-200-2801	\$89.85
		\$89.85

85 - COMCAST

PO 18-00084-Due Nov 1	01-0000-0-0000-2700-5900-200-2801	\$231.40
		\$231.40

38 - Jennifer Cross

PO 18-00078-reimbursement	01-0000-0-1113-1000-4300-206-1103	\$78.97
		\$78.97

198 - DeiRossi, Ivan

PO 18-00067-Labor	01-1400-0-1110-2420-5800-200-2801	\$2,156.25
PO 18-00068-reimbursement	01-1100-0-1110-1000-4300-205-3000	\$545.93
		\$2,702.18

171 - EDD

PO 18-00086-Quarter ending 9-30-2017	01-0000-0-0000-0000-9515-000-0000	\$55.87
		\$55.87

59 - GEO. H. WILSON INC

PO 18-00085-contracted service	14-0825-0-0000-8100-5620-200-0000	\$879.06
		\$879.06

216 - Hildinger, Patricia

PO 18-00073-Aug/Sept	01-0000-0-1110-1000-5800-200-3009	\$422.75
PO 18-00075-reimbursement	01-0000-0-1110-1000-4300-200-3009	\$30.29
		\$453.04

79 - Lerner, Joan

PO 18-00076-Aug/September 2017	01-6500-0-5770-3140-5808-200-1304	\$2,443.75
		\$2,443.75

66 - Emelia Miguel

PO 18-00071-Reimbursement	13-9055-0-0000-3700-4300-200-9055	\$193.36
PO 18-00071-Reimbursement	13-5310-0-0000-3700-4700-200-3101	\$115.25
PO 18-00071-Reimbursement	13-5310-0-0000-3700-4390-200-3101	\$40.91
PO 18-00087-reimbursement	13-9055-0-0000-3700-4300-200-9055	\$56.29
PO 18-00087-reimbursement	13-9055-0-0000-3700-4700-200-9055	\$131.63
		\$537.44

116 - MISSION LINEN SERVICE

PO 18-00070-September use	13-5310-0-0000-3700-4390-200-3101	\$154.09
		\$154.09

164 - PACIFIC GAS & ELECTRIC COMPANY

PO 18-00079-Sept.	01-0000-0-0000-8100-5511-200-2801	\$918.56
PO 18-00079-Sept.	12-9010-0-8500-8100-5511-200-3020	\$38.90
		\$957.46

166 - PALACE ART & STATIONERY

PO 18-00066-Sept. Bill	01-1100-0-1110-1000-4300-202-3000	\$29.95
PO 18-00066-Sept. Bill	01-1400-0-1110-1000-4300-200-2801	\$400.66
PO 18-00066-Sept. Bill	01-0000-0-0000-2700-4350-200-2801	\$60.22
PO 18-00066-Sept. Bill	13-9055-0-0000-3700-4700-200-9055	\$44.09
		\$534.92

Payables Prelist**9.30.2017 ()****PSD****22 - PERFORMANCE FOOD SERVICE**

PO 18-00064-September	13-5310-0-0000-3700-4390-200-3101	\$63.21
PO 18-00064-September	13-5310-0-0000-3700-4700-200-3101	\$1,898.37
PO 18-00064-September	01-0000-0-0000-8100-4370-200-2801	\$439.97
PO 18-00064-September	13-9055-0-0000-3700-4700-200-9055	\$95.90

\$2,497.45**55 - ROBERTSON & ASSOC. CPAS INC**

PO 18-00069-Audit	01-0000-0-0000-7191-5809-200-2801	\$1,890.00
-------------------	-----------------------------------	------------

\$1,890.00**285 - Santa Cruz Community Credit Union**

PO 18-00065-Sept. Visa	01-0000-0-1110-1000-4400-200-8550	\$214.26
PO 18-00065-Sept. Visa	01-4203-0-7110-1000-4300-200-4203	\$1,058.99
PO 18-00065-Sept. Visa	01-0000-0-8502-5000-4300-200-3008	\$120.68
PO 18-00065-Sept. Visa	13-5310-0-0000-3700-4700-200-3101	\$210.66
PO 18-00065-Sept. Visa	13-5310-0-0000-3700-4390-200-3101	\$89.97
PO 18-00065-Sept. Visa	01-1100-0-1110-1000-5800-204-3000	\$375.00
PO 18-00065-Sept. Visa	01-1100-0-1110-1000-4300-202-3000	\$214.26
PO 18-00065-Sept. Visa	01-1400-0-1110-1000-4300-200-2801	\$752.08
PO 18-00065-Sept. Visa	01-0000-0-0000-8100-4370-200-2801	\$95.76
PO 18-00065-Sept. Visa	01-0000-0-0000-2700-4350-200-2801	\$119.06
PO 18-00065-Sept. Visa	01-0000-0-0000-2700-5915-200-2801	\$49.00
PO 18-00065-Sept. Visa	01-0000-0-8100-5100-4300-200-3010	\$96.41
PO 18-00065-Sept. Visa	01-0000-0-1113-1000-4300-207-1103	\$52.08

\$3,448.21**10 - SANTA CRUZ FIRE EQUIPMENT CO.**

PO 18-00072-exting. service	01-0000-0-0000-8100-5563-200-2801	\$44.00
-----------------------------	-----------------------------------	---------

\$44.00**268 - Seabright Speech Therapy**

PO 18-00081-September 5-28	01-3310-0-5770-1190-5808-200-1320	\$4,320.00
----------------------------	-----------------------------------	------------

\$4,320.00**82 - SISC - SELF-INSURED SCHOOLS**

PO 18-00082-10.1.2017	12-0000-0-0000-0000-9514-000-0000	\$1,850.00
PO 18-00082-10.1.2017	13-0000-0-0000-0000-9514-000-0000	\$462.50
PO 18-00082-10.1.2017	01-0000-0-0000-0000-9514-000-0000	\$9,090.50

\$11,403.00**293 - Smile Business Products, Inc**

PO 18-00074-7/1-9/30	01-0000-0-0000-7200-5650-200-2801	\$256.40
----------------------	-----------------------------------	----------

\$256.40**273 - Terra X Pest Services**

PO 18-00083-9.28.2017	01-0000-0-0000-8100-5524-200-2801	\$162.00
-----------------------	-----------------------------------	----------

\$162.00**54 - Mary Tierney**

PO 18-00077-reimbursement	01-0000-0-0000-2700-4350-200-2801	\$5.00
---------------------------	-----------------------------------	--------

\$5.00

Payment Type Check Total**\$33,144.09**

Grand Total :	\$33,144.09
----------------------	--------------------

Amount

Fund 01	\$26,819.90
Fund 12	\$1,888.90
Fund 13	\$3,556.23
Fund 14	\$879.06

Grand Total :	\$33,144.09
----------------------	--------------------

PRESIDENT-----
SECRETARY

PREPARED BY: _____ DATE: _____

REVIEWED BY: _____ DATE: _____

How Pacific Compares to CA & US in Key Areas

Area	Ratio or % or \$	Year
Student : Total Staff		
National	8:1	
California	11:1	
Pacific	8:1	2017-18
Students : Certificated Teacher		
National	16.1 :1	
California	23.6:1	
Pacific	19.2:1	2017-18
Percent English Learner		
National	9.4%	
California	22.4%	
Pacific	16%	2016-17
Free/Reduced Price Lunch Eligible		
National	51.8%	
California	58.7%	
Pacific	33%	2016-17
Special Education		
National	13%	
California	11.3%	
Pacific	15%	2017-18
Homeless		
National	2.5%	
California	3.7%	
Pacific	6.6%	2016-17
Investment Per Student		
National	\$11,998	
California	\$10,236	
Pacific	\$11,255	*

*2016-17 expenses in funds 1, 13, & 14 minus 2017-18 enrollment

Continued Funding Application Fiscal Year 2018–19

Contractors must read the accompanying instructions when completing the Continued Funding Application (CFA). Failure to accurately complete the CFA may delay the issuance of the fiscal year 2018–19 contract(s). Instructions may be accessed on the CFA Web page at: <http://www.cde.ca.gov/sp/cd/ci/cfaforms1819.asp>

Section I – Contractor Information	
Legal Name of Contractor:	Pacific Elementary School District
Contractor “Doing Business As” (DBA):	
Headquartered County:	44 Santa Cruz
Vendor Number:	6978
Executive Director Name:	Eric Gross
Executive Director Telephone Number:	831-425-7002
Executive Director Fax Number:	(831) 425-3506
Executive Director E-mail Address:	egross@pacificesd.org
Legal Business Address:	50 Ocean St.
City:	Davenport, CA
Zip Code:	95017
Mailing Address (if different from above):	PO Box H
City:	Davenport CA
Zip Code:	95017
Name of Contact Person Completing Application:	Eric Gross
Title of Contact Person Completing Application:	Superintendent/Principal
Contact Person Telephone Number:	831-425-7002
Contact Person E-mail Address:	egross@pacificesd.org

Contractor Name

Pacific Elementary School District

Vendor #

6978

County

44 Santa Cruz

Section II – Contract Types

Check all applicable boxes indicating the programs the contractor intends to continue to administer for the Fiscal Year 2018–19. The contractor agrees to continue implementation of these programs with funds provided by the CDE.

Center-Based Programs

- ☒ California State Preschool Program (CSPP)
☐ Full-Year ☒ Part-Year
☐ California Center-Based (CCTR)
☐ Infant/Toddler
☐ School-age
☐ Program for Special Needs Children (Handicapped) (CHAN)
☐ Migrant Center-Based (CMIG) and Migrant Special services (CMSS)

Alternative Payment Programs

- ☐ Alternative Payment Program (CAPP)
☐ CalWORKs Stage 2 (C2AP)
☐ CalWORKs Stage 3 (C3AP)
☐ Migrant Alternative Payment (CMAP)

Resource and Referral Programs

- ☐ Resource and Referral (CRRP)

Family Child Care Home Programs

- ☐ Family Child Care Home Education Network (CFCC)

Contractor Name

Vendor # County

Pacific Elementary School District

6978

~~00 Santa Cruz~~

Section III – Contractor's Officers and Board of Directors Information

Does the contractor have a board of directors?

Yes



No



If no, please explain the entity type and the governance structure (i.e., number of owners and partnership:)

List all officers and board members/ governing individuals (i.e., owner, director, etc.). Attach additional sheets as necessary.

Officer, Board Member, Owner or Governing Individual Name:	Title:	Telephone Number:	Mailing Address:	E-mail Address:
Gwyn Rhabyt	Board President	831) 239-5940	Box 288 Davenport CA 95017	gwyn.rhabyt@csueastbay.edu
Don Croll	Trustee	(831) 667-2553	111 Church St. Davenport CA 95017	dcroll@ucsc.edu
Cari Napoles	Trustee	831-426-5091	482 Swanton R. Davenport CA 95017	cnapoles@pacificesd.org

Contractor Name

Vendor # County

Pacific Elementary School District

6978

44 Santa Cruz

Section IV: Allocation of Funds

Contractor's Fiscal Contact Name:

Elizabeth Andrews

Contractor's Fiscal Contact E-mail Address:

eandrews@pacificesd.org

Telephone Number:

Date:

10/05/2017

If you have any questions regarding this form, please contact Robert Hom, Fiscal & Administrative Services Unit by telephone at 916-322-5090 or by e-mail at RHom@cde.ca.gov.

Contract Type:	Contract Number:
CSP	5542
County Name:	% of Total
44 Santa Cruz	100 %
00 Select One	%
00 Select One	%
00 Select One	%
Total	100 %

Contract Type:	Contract Number:
Select One	
County Name:	% of Total
00 Select One	%
00 Select One	%
00 Select One	%
00 Select One	%
Total	0 %

Contract Type:	Contract Number:
Select One	
County Name:	% of Total
04 Butte	%
15 Kern	%
00 Select One	%
00 Select One	%
Total	0 %

Contract Type:	Contract Number:
Select One	
County Name:	% of Total
00 Select One	%
00 Select One	%
00 Select One	%
00 Select One	%
Total	0 %

Contract Type:	Contract Number:
Select One	
County Name:	% of Total
00 Select One	%
00 Select One	%
00 Select One	%
00 Select One	%
Total	0 %

Contract Type:	Contract Number:
Select One	
County Name:	% of Total
00 Select One	%
00 Select One	%
00 Select One	%
00 Select One	%
Total	0 %

Contractor Name

Vendor #

County

Pacific Elementary School District

6978

44 Santa Cruz

Section V – Program Narrative

A. The following types of contracts **do not** have programmatic **or** calendar changes (select all that apply). **NOTE:** Program calendars must be submitted for all contract types.

- ☒ California State Preschool Program (CSPP)
- ☐ California Center-Based (CCTR)
- ☐ Program for Special Needs (Handicapped) Children (CHAN)
- ☐ Migrant, Center-Based (CMIG) and Migrant Specialized Services (CMSS)
- ☐ Alternative Payment Program (CAPP)
- ☐ CalWORKs Stage 2 (C2AP)
- ☐ CalWORKs Stage 3 (C3AP)
- ☐ Migrant Alternative Payment (CMAP)
- ☐ Resource and Referral (CRRP)
- ☐ Family Child Care Home Education Network (CFCC)

B. The following types of contracts **do** have programmatic and/or calendar changes (select all that apply). For each contract type selected in this section, complete a separate form EESD 3704A. This form is available on the CFA Web page at: <http://www.cde.ca.gov/sp/cd/ci/cfaforms1819.asp>.

NOTE: Program Calendars must be submitted for all contract types. Making changes to Minimum Days of Operation (MDO) does not change the contract Maximum Reimbursable Amount (MRA).

- ☐ California State Preschool Program (CSPP)
- ☐ California Center-Based (CCTR)
- ☐ Program for Special Needs (Handicapped) Children (CHAN)
- ☐ Migrant, Center-Based (CMIG) and Migrant Specialized Services (CMSS)
- ☐ Alternative Payment Program (CAPP)
- ☐ CalWORKs Stage 2 (C2AP)
- ☐ CalWORKs Stage 3 (C3AP)
- ☐ Migrant Alternative Payment (CMAP)
- ☐ Resource and Referral (CRRP)
- ☐ Family Child Care Home Education Network (CFCC)

Contractor Name

Vendor # County

Pacific Elementary School District

6978

44 Santa Cruz

Section VI – Personnel Certification for Center-Based Programs and Family Child Care Home Education Networks

The State of California requires any contractor receiving child care and development funds, disbursed by the California Department of Education (CDE) to employ fully qualified personnel as stipulated in California *Education Code (EC)*; *California Code of Regulations*, Title 5; and Funding Terms and Conditions.

I certify, as the authorized agent representing this contractor, that I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All child care staff employed in CDE funded program(s) are fully qualified for their respective positions. The exception to this certification is a person employed as Program Director or Site Supervisor who possesses a current Staffing Qualifications Waiver approved by the Early Education and Support Division (EESD).

Signature of Authorized Representative:

Printed Name and Title of Authorized Representative:

Eric Gross
Superintendent/Principal/Director

Date of Signature:

10/05/2017

Authorized Representative's Telephone Number:

(831) 425-7002

Authorized Representative's E-mail Address:

egross@pacificesd.org

Contractor Name

Vendor # County

Pacific Elementary School District

6978

44 Santa Cruz

Section VII – Subcontract Certification

A. The following types of contracts **do not** have subcontractors (check all that apply):

- ☒ California State Preschool Program (CSPP)
- ☐ California Center-Based (CCTR)
- ☐ Program for Special Needs (Handicapped) Children (CHAN)
- ☐ Migrant Center-Based (CMIG)

B. The following types of contracts **do** have subcontractors (check all that apply). For each contract type selected, submit a separate form EESD 3704B. The form is available on the CFA Web page at: <http://www.cde.ca.gov/sp/cd/ci/cfaforms1819.asp>.

- ☐ California State Preschool Program (CSPP)
- ☐ California Center-Based (CCTR)
- ☐ Program for Special Needs (Handicapped) Children (CHAN)
- ☐ Migrant Center-Based (CMIG)

I certify that the contractual arrangement(s) listed above are made in adherence to the required subcontract provisions contained in the *California Code Regulations*, Title 5, and the Funding Terms and Conditions.

I understand that signing this certificate does not lessen the legal responsibility for the child care and development service contract requirements. As the contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term.

**Signature of Contractor's
Authorized Representative:**

**Printed Name and Title of
Contractor's Authorized
Representative:**

Eric Gross Superintendent/Principal/Director

Date of Signature:

10/05/2017

**Authorized Representative's
Telephone Number:**

(831) 425-7002

**Authorized Representative's
E-mail Address:**

egross@pacificesd.org

Contractor Name

Vendor # County

Pacific Elementary School District

6978

44 Santa Cruz

Section VIII – Contractor Certification

Under penalty of perjury, I certify the following:

- I am authorized by the Contractor's Board of Directors or other governing authority to execute this Continued Funding Application.
- On behalf of Contractor and its governing authority, we understand some information requested in this application is intended for use by CDE auditors in connection with future audit work and performance reviews and may not be used or even reviewed or considered by the CDE until well after the contract has expired, if ever. Therefore, we further understand that the information (and any underlying transactions) disclosed by this Application shall not be considered properly noticed to the CDE nor approved, accepted or authorized by the CDE, even if our request for continued funding by the CDE is subsequently approved.
- The governing board members have been trained in understanding conflict of interest requirements associated with their positions on the board and have reported all known conflicts of interest.
- I have supervisory authority over the child development program, have actual, personal knowledge of the information provided in this Application and certify that it is true and correct in all material respects.
- I am familiar with and will ensure that Contractor complies with all applicable program statutes and regulations, including:
 - Subcontracting requirements, including competitive bidding, CDE approval, and audit requirements in California Code of Regulations (CCR) Title 5, §18026 et. seq.
 - Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm's length, and (ii) employment limitations stated in *Education Code* §8406.9.
 - Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount and other provisions in Title 5, §18033 et. seq.
 - Accounting and reporting requirements in Title 5 §18063 et. seq.
 - Operational and programmatic requirements.

Signature of Contractor's Authorized Representative:	
Printed Name and Title of Contractor's Authorized Representative:	Eric Gross Superintendent/Principal/Director
Date of Signature:	10/05/2017
Authorized Representative's Telephone Number:	(831) 425-7002
Authorized Representative's E-mail Address:	egross@pacificesd.org

Contractor Name

Vendor # County

Pacific Elementary School District

6978

44 Santa Cruz

Section IX – Required Attachments

All attachments must be completed and attached to the application. These attachments are located on the Continued Funding Application Web page at:
<http://www.cde.ca.gov/sp/cd/ci/cfaforms1819.asp>

A. Fiscal Year 2017–18 Program Calendar (EESD–9730)

B. Update and Certification of Contractor Information in the Child Development Management Information System (CDMIS) Database

C. Payee Data Record (STD. 204) (Non-public agencies only)

D. Secretary of State (Nonpublic agencies only)

E. Verification of School District Name and Address

F. Program Narrative Change (EESD 3704A)

G. Subcontractor Certification (EESD 3704B)

Contractor Name

Vendor # County

Pacific Elementary School District

6978

44 Santa Cruz

Section X			
Section Number*	Section Description	Page Number	Check Box
Section I	Contractor Information	1	<input checked="" type="checkbox"/>
Section II	Types of Contracts	2	<input checked="" type="checkbox"/>
Section III	Contractor's Officers and Board of Directors Information	3	<input checked="" type="checkbox"/>
Section IV	Allocation of Funds	4	<input checked="" type="checkbox"/>
Section V	Program Narrative Change	5	<input checked="" type="checkbox"/>
Section VI*	Personnel Certification for Center-Based Programs and Family Child Care Home Education Networks	6	<input checked="" type="checkbox"/>
Section VII*	Subcontractor Certification	7	<input checked="" type="checkbox"/>
Section VIII*	Contractor Certification	8	<input checked="" type="checkbox"/>
Section IX:			
Section IX A.	Program Calendar (EESD–9730) (one for each contract type)	9	<input checked="" type="checkbox"/>
Section IX B.*	Certification of Contractor Information in the Child Development Management Information System (CDMIS) Database	9	<input checked="" type="checkbox"/>
Section IX C.*	State of California, Payee Data Record (STD.204) (non-public agencies only)	9	<input type="checkbox"/>
Section IX D.	Secretary of State search results (non-public agencies only)	9	<input type="checkbox"/>
Section IX E.	Verification of School District Name and Address search	9	<input checked="" type="checkbox"/>
Section IX F.	Program Narrative Change EESD 3704A	Insert after page 5	<input type="checkbox"/>
Section IX G.	Subcontract Certification EESD 3704B	Insert after page 7	<input type="checkbox"/>
*Bolded sections require a signature.			

Pacific Elementary School District

**RESOLUTION #2018-3
ADOPTING THE "GANN" LIMIT**

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 providing child care and development services, and to authorize the designated personnel to sign contract documents for the Fiscal Year 2017-18.

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.

Name	Title	Signature
Eric Gross	Superintendent/Principal	_____
Elizabeth Andrews	District Office Manager	_____
Gwyan Rhabyt	School Board President	_____

PASSED AND ADOPTED this day October 17th, 2017 by the Governing Board of Pacific Elementary School District of Santa Cruz County, California at a regularly scheduled meeting, held at the regular place of meeting. The resolution will be kept on file at the school.

AYES: _____ NOES: _____

ABSTAIN: _____ ABSENT: _____

Gwyan Rhabyt, President, Board of Trustees

Eric Gross, Secretary to the Board of Trustees