PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, APRIL 6, 2023

Mission Statement

Pacific Grove Unified School District, in partnership with the community and with a focus on equity, will challenge every student by providing a quality instructional program in a positive, safe and stimulating environment. The District will meet the diverse needs of all students by ensuring exceptional learning opportunities to acquire and apply the knowledge and skills that develop the insight and character necessary for a productive and rewarding life.

Trustees
Carolyn Swanson, President
Jennifer McNary, Clerk
Dr. Elliott Hazen
Laura Ottmar
Brian Swanson
Rey Avila, Student Representative

DATE: April 6, 2023

TIME: 4:00 p.m. Closed Session
6:30 p.m. Open Session

LOCATION: **IN PERSON**
Pacific Grove Unified School District Office
435 Hillcrest Avenue
Pacific Grove, CA 93950

VIRTUAL ZOOM MEETING
Join Zoom Meeting
https://pgusd.zoom.us/j/88906820232?pwd=YnNKTkZKM3lVOWZucnh5TlViRzN2Zz09
Meeting ID: 889 0682 0232
Passcode: 207010
One tap mobile +13017158592,,87820869443#,,,,*585985# US (Washington DC) +13092053325,,87820869443#,,,,*585985# US
Dial by your location +1 301 715 8592 US (Washington DC) +1 309 205 3325 US +1 312 626 6799 US (Chicago) +1 346 248 7799 US (Houston) +1 386 347 5053 US +1 564 217 2000 US +1 646 931 3860 US +1 669 444 9171 US +1 669 900 6833 US (San Jose) +1 719 359 4580 US +1 929 205 6099 US (New York) +1 253 215 8782 US (Tacoma) Find your local number: https://pgusd.zoom.us/u/kboYomZZvV

The Board of Education welcomes you to its meetings, which are regularly scheduled for the first and third Thursdays of the month. Regular Board Meetings shall be adjourned by 10:00 pm, unless extended to a specific time determined by a majority of the Board. This meeting may be extended no more than once and may be adjourned to a later date. Individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent at least two days before the meeting date.

Any writings or documents that are public records and are provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 435 Hillcrest Avenue, Pacific Grove during normal business hours.

AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

A. Call to Order

B. Land Acknowledgement
Good evening. As we begin this meeting, it's important to pay respect to and acknowledge that we are on the traditional land of the **Ohlone, Costanoan & Esselen p**eople and additionally pay respect to elders both past and present.

C. Roll Call

D. Adoption of Agenda

- Board Questions/Comments:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
  Trustees: C. Swanson ___ McNary ___ Hazen ___ Ottmar ___ B. Swanson ___

II. CLOSED SESSION

A. Identify Closed Session Topics
The Board of Education will meet in Closed Session to consider matters appropriate for Closed Session in accordance with Education and Government Code.

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman, Joshua Jorn, and Ralph Gómez Porras, for the purpose of giving direction and updates.

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Joshua Jorn and Ralph Gómez Porras for the purpose of giving direction and updates.

3. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]

4. Superintendent Goals review

5. Public Employee Performance Evaluation [Government Code § 54957]
   Superintendent

6. Public Employee Appointment/Employment: Interim or Permanent Superintendent

B. Public comment on Closed Session Topics

C. Adjourn to Closed Session

III. RECONVENE IN OPEN SESSION

A. Report action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)]

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)]

3. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]

4. Superintendent Goals review

5. Public Employee Performance Evaluation [Government Code § 54957] Superintendent

6. Public Employee Appointment/Employment: Interim or Permanent Superintendent

B. Pledge of Allegiance

IV. PRESENTATION

AVID Director Moira Mahr and students present the benefits of the AVID program.

V. COMMUNICATIONS

A. Written Communication

B. Board Member Comments

C. Superintendent Report

VI. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Public comment on any item of interest to the public that is within the Board's jurisdiction will be heard. The Board will also take public comment on each specific action item prior to Board action on each item. ***Any individual wishing to comment on a specific item on the current agenda are kindly asked to wait till that item is being discussed.*** *The Board will allow a reasonable amount of time for public comment on each agenda item not to exceed 3 minutes per speaker and no more than 20 minutes per agenda item, pursuant to Board Policy 9323. Speakers will be called sequentially until there is no speaker coming forward on the agenda item or the amount of time allocated for the agenda item has elapsed, whichever comes first. This meeting of the Board of Education is a business meeting of the Board, conducted in public. Please note that the Brown Act limits the Board's ability to respond to public comment. The Board may choose to direct items to the Administration for action or place an item on a future agenda.*

A. PGUSD Staff Comments (Non-Agenda Items)

B. Community Members (Non-Agenda Items)

VII. CONSENT AGENDA

Items listed under the Consent Agenda are considered to be routine and/or may have been discussed at a previous Board meeting. ***There is no discussion of these items prior to the Board vote unless a member of the Board requests specific items be discussed and/or removed from the Consent Agenda****. Each item on the Consent Agenda approved by the Board of Trustees shall be deemed to have been considered in full and adopted as recommended.*

A. Minutes of March 16, 2023 Board Meeting 9
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.

B. Classified Assignment Order #14 24
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the Classified Assignment Order #14.

C. Certificated Assignment Order #14 26
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the Certificated Assignment Order #14.

D. Acceptance of Donations 28
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The Administration recommends that the Board approve acceptance of donations referenced below.

E. Cash Receipts No. 14 29
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) As Assistant Superintendent for Business Services, I have reviewed the receipt and deposit of the identified Cash Receipts for consistency with District policies and procedures and certify that the actions have been appropriately conducted. I recommend Board approval of the Cash Receipts.

F. Out of County or Overnight Activities 31
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The Administration recommends that the Board approve or receive the request as presented.

G. Monterey Bay Charter School Lease Agreement 2022-23 Revision #18 37
Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends approval of Lease Agreement Revision #18 with the Monterey Bay Charter School, extending the term of the lease to June 30, 2024.

H. Contract for Services with Monarch Music at Pacific Grove Middle School for 2023-24 39
Recommendation: (Sean Roach, Pacific Grove Middle School) The District Administration recommends the Board review and approve the contract for services with Monarch Music at Pacific Grove Middle School for 2023-24.

I. Contract for Services with Vivit at Pacific Grove Middle School for 2023-24 45
Recommendation: (Sean Roach, Pacific Grove Middle School) The District Administration recommends the Board review and approve the contract for services with Apolinario Vivit Music Instrument Repairs at Pacific Grove Middle School for 2023-24.

J. Contract for Services with Gregory Ellsworth at Pacific Grove Middle School for 2023-24 51
Recommendation: (Sean Roach, Pacific Grove Middle School) The District Administration recommends the Board review and approve the contract for services with Ellsworth Gregory Piano at Pacific Grove Middle School for 2023-24.

K. Contract for Services with Beem Video and Photography at Pacific Grove Middle School 57
Recommendation: (Sean Roach, Pacific Grove Middle School) The District Administration recommends the Board review and approve Beem Video and Photography to film the Pacific Grove Middle School 2023 Winter and 2024 Spring Concerts.

L. Contract for Services with Stotz Music at Pacific Grove Middle School for 2023-24 63
Recommendation: (Sean Roach, Pacific Grove Middle School) The District Administration recommends the Board review and approve the contract for services with Stotz Music at Pacific Grove Middle School for 2023-24.

M. Contract for Services with Casey Printing Inc. at Pacific Grove Adult Education for 2023-24 69
Recommendation: (Barbara Martinez, Pacific Grove Adult Education Principal) The District Administration recommends that the Board review and approve the contract for serviced with Casey Printing, Inc. at Pacific Grove Adult Education for 2023-2024 brochures.

N. 2023-24 Monterey Peninsula College (MPC) and Pacific Grove Unified School District (PGUSD) College and Career Access Pathways Partnership Agreement (CCAP) 76
Recommendation: (Shane Steinback, Pacific Grove High School Assistant Principal) The Administration recommends that the Board approve the 2023-24 College and Career Access Pathways Partnership Agreement (CCAP) between Monterey Peninsula Community College District (MPCCD) and Pacific Grove Unified School District (PGUSD).

O. Contract for Services with Peninsula Messenger Service 111
Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends the Board review and approve the contract for services with Peninsula Messenger Service to provide delivery service between Monterey County Office of Education and Pacific Grove Unified School District (PGUSD).

P. Contract for Services with Adriana San Millan School Psychology and Special Education Services, LLC. 119
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends that the Board review and approve the contract for services with Adriana San Millan Psychology and Special Education Services, LLC for an Independent Education Evaluation as required by the Individuals with Disabilities Act (IDEA).

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
  Trustees: C. Swanson ___ McNary ___ Hazen ___ Ottmar ___ B. Swanson ___

VIII. ACTION/DISCUSSION

A. Designation of Committee Representatives 125
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends the Board designate a committee liaison for Community Human Services and a new subcommittee designed to meet with the City of Pacific Grove officials.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
  Trustees: C. Swanson ___ McNary ___ Hazen ___ Ottmar ___ B. Swanson ___

B. Revision to the Salary Schedule for the position of Adult School Program Coordinator 126
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the proposed increase to the salary range for Adult School Program Coordinator, funded through the Adult School consortium allocation, and/or provide recommended feedback and direction.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
  Trustees: C. Swanson ___ McNary ___ Hazen ___ Ottmar ___ B. Swanson ___

C. Revision to the Salary Schedule for the position of School Nutrition Director 128
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the proposed increase to the salary range for School Nutrition Director, and/or provide recommended feedback and direction.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
  Trustees: C. Swanson ___ McNary ___ Hazen ___ Ottmar ___ B. Swanson ___

D. Consulting Contract with Lakeland Holdings DBA WorldStrides/Specialty Travel Programs 130
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the Consultant Contract with Lakeland Holdings LLC DBA WorldStrides/Specialty Travel Programs for the Senior Class Disneyland Trip.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
  Trustees: C. Swanson ___ McNary ___ Hazen ___ Ottmar ___ B. Swanson ___

E. Discussion and Possible Action Regarding Superintendent Search Process 136
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board discuss and possibly take action regarding the Superintendent search process.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
  Trustees: C. Swanson ___ McNary ___ Hazen ___ Ottmar ___ B. Swanson ___

F. Board Calendar/Future Meetings 137
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review and possibly modify meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
  Trustees: C. Swanson ___ McNary ___ Hazen ___ Ottmar ___ B. Swanson ___

IX. INFORMATION/DISCUSSION

A. School Resource Officer Update 141
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board receive a brief update regarding the work completed by School Resource Officer Hankes, as well as goals for the upcoming school year.

Board Questions/Comments:
Public Comment:
Direction: _____

B. National School Public Relations Association Communication Review for Pacific Grove Unified School District 142
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review the communication review proposal for National School Public Relations Association for Pacific Grove Unified School District.

Board Questions/Comments:
Public Comment:
Direction: _____

C. Physical Education Program Presentation 156
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board receive information regarding the Physical Education program at Pacific Grove Unified School District.

- Board Questions/Comments:
- Public Comment:
- Direction: _____

D. Quarterly District Safety Update 175
Recommendation: (Barbara Martinez, District Safety Director) The District Administration recommends that the Board review and be informed of Pacific Grove Unified School District activities and protocols related to school safety.

- Board Questions/Comments:
- Public Comment:
- Direction: _____

E. California Healthy Kids Survey Results 2022-2023 186
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board review and discuss the information from the 2022-2023 California Healthy Kids Survey.

- Board Questions/Comments:
- Public Comment:
- Direction: _____

F. California School Board Association Policy Updates June 2022 197
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends the Board review the California School Board Association policy updates from June 2022.

- Board Questions/Comments:
- Public Comment:
- Direction: _____

G. Updates to Regulation 6145.2 Athletic Competition 293
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends the Board receive information regarding the updates to Regulation 6145.2 Athletic Competition.

- Board Questions/Comments:
- Public Comment:
- Direction: _____

H. Future Agenda Items 306
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

- Added May 19, 2022: Teacher of the Year Recognition (TBA)

- Board Questions/Comments:
- Public Comment:
- Direction: _____

X. ADJOURNMENT

Next regular Board meeting: April 20, 2023

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of March 16, 2023 – District Office

I. OPENED BUSINESS

A. Called to Order 5:30 p.m.

B. Roll Call

Trustee(s) Present:	President Carolyn Swanson (CS)
	Clerk Jennifer McNary (JM)
	Dr. Elliott Hazen (EH)
	Trustee Laura Ottmar (LO)
Trustee(s) Virtual At Alternate Location:	Trustee Brian Swanson (BS)
Trustee(s) Absent:	N/A
Administration Present:	Superintendent Porras
	Asst. Superintendent Jorn
Board Recorder:	Mandi Ackerman
Student Board Member:	Rey Avila

President Swanson read a statement concerning teleconferencing for Trustee Brian Swanson.

C. Adopted Agenda

Changes to the agenda include Walk-On Contract for Services with DJ Philip Speciale for Pacific Grove High School Sadie Hawkins dance, delay was due to fingerprint clearance; Walk-On Transportation Expenditure Plan for 2022-23; Additional signature pages for Action/Discussion Item A Adoption of Resolution No. 1103 Issuance of a Tax and Revenue Anticipation Note (TRAN) Note to Exceed $7,500,000; revised Contract for Services for Consent Item P Contract for Services with Medics for Life, corporation box was checked.

Board Comments/Questions:
None

Public Comment:
None

MOTION EH/LO to adopt agenda as amended
Motion CARRIED by roll call vote 5 – 0

II. CLOSED SESSION

A. Identified Closed Session Topics

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman, Joshua Jorn, and Ralph Gómez Porras, for the purpose of giving direction and updates.

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Joshua Jorn and Ralph Gómez Porras for the purpose of giving direction and updates.

3. Government Code Section 54956.9 subdivision (d)(1)
   Conference With Legal Counsel – Existing Litigation
   Case Name: In re: Juul Labs Inc., Marketing, Sales Practices, and Product Liability Litigation, Case No. 3:19-md-02913, in the U.S. District Court for the Northern District of California

4. Government Code Section 54956.8
   Real Property Negotiations
   Monterey Bay Charter School Lease Amendment #18, Location 1004 David Ave, Pacific Grove, CA 93950

5. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]

6. Superintendent Goals review

B. Public comment on Closed Session Topics
   None

C. Adjourned to Closed Session
   5:36 p.m.

III. RECONVENED IN OPEN SESSION

A. Reported action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)]

   Information was received, and direction was given. No Action taken.

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)]

   Information was received, and direction was given. No Action taken.

3. Government Code Section 54956.9 subdivision (d)(1)
   Conference With Legal Counsel – Existing Litigation
   Case Name: In re: Juul Labs Inc., Marketing, Sales Practices, and Product Liability Litigation, Case No. 3:19-md-02913, in the U.S. District Court for the Northern District of California

   The Board voted unanimously to accept the settlement agreement in Closed Session and has approved participation in the settlement of the lawsuit brought against Juul Labs.

4. Government Code Section 54956.8
   Real Property Negotiations
   Monterey Bay Charter School Lease Amendment #18, Location 1004 David Ave, Pacific Grove, CA 93950

   The Board voted unanimously to approve the Lease Amendment.

5. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]

   No information was received.

6. Superintendent Goals review

   The Board will continue this item and hopes to finalize at the next Board meeting on April 6, 2023.

B. Pledge of Allegiance lead by Dr. Hazen

IV. COMMUNICATIONS

A. Written Communication

CS noted:
- CalTrans related ribbon cutting sidewalk was rescheduled
- Sports program philosophy in PGUSD
- Land acknowledgement
- New crosswalk planned for Junipero
- Thank you for job share approval
- Thank you to Jason Tovani
- Recommendation City of Pacific Grove and District collaboration for recreation options
- Inequitable opportunities in 1st grade at Forest Grove Elementary School
- Three communications against the Skate Park recreation committee recommendation
- Menstrual supplies available at schools
- Seven communications supporting and retaining the Saturday Choir
- Follow up on a court case
- Related to private conversations between Superintendent Porras and Trustee Brian Swanson related to an employee
- Safety concerns during storm conditions at Forest Grove Elementary School
- Two communications against retaining the Saturday Choir
- Contingency plan ideas for power outages
- Book on Pacific Grove history related marine environments, fishing, etc.
- Grievance from Robert Down Elementary School family/Uniform Complaint
- Robert Down Elementary School spelling bee

JM:
- Gratitude for approval of leave of absence

B. Board Member Comments

EH: happy to hear about the ventilation moving forward in the Robert Down Elementary School library, has been closed since COVID; Forest Grove Elementary School has been without power for two days, incredibly hard on parents, students, and teachers, happy with how the District has handled this, also sees the need to explore additional approaches for some of these unexpected, unforeseen circumstances; beauty of Pacific Grove is a small community that can be nimble and work together, such as with the city, to solve problems.

JM spoke about power outages, used to be unprecedented, can't say that anymore; said improvements are needed; frustrated with the communications; the District needs a plan moving forward that involves the community.

LO thanked all the staff and administration, appreciated all the communications; come together as a community and come up with ideas and the best plan; thanked Nutrition Director Stephanie Lip and staff for feeding the students that were not in school; acknowledged Pacific Grove High School Principal Lito Garcia standing outside in the rain to direct parents while the power was out.

BS echoed Director Lip and team sentiments; power outage sentiments, noting it was difficult to know what to expect; asked how the District should respond in the future, noted there are things to learn; acknowledged the retirements on the consent agenda; acknowledged the donated base guitar on the consent agenda; noted the $2200 donation from the Rotary of Pacific Grove.

Student Representative Avila acknowledged Superintendent Porras and nutrition staff handing out lunches; noted the weather cancelled a number of sports and practices; mock interviews for seniors, noted he was interviewed by Director of Curriculum and Special Projects Buck Roggeman; students are busy planning Sadie Hawkins, Powder Puff, Powder Buff and other upcoming events.

CS noted she was a judge at the Robert Down Elementary School spelling bee, said the students were so passionate, acknowledged the staff and parents that organized and hosted the event, and recognized the top winners; recognized Food Services; encouraged a plan for power outages and would like to see improvement and involve community members.

C. Superintendent Report

Superintendent Porras noted the City of Pacific Grove would allow use of the Youth Center to host BASRP on Friday afternoon; noted power outages and said PG&E said the challenges they have been facing they have not expected or predicted; noted communications challenges due to cell tower interruption; noted the District is following what neighboring districts; the District will continue to improve.

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

A. PGUSD Staff Comments (Non Agenda Items)

Pacific Grove High School Assistant Principal Shane Steinback recognized Pacific Grove High School Teacher Imogen Erickson, noted: Chef Erickson has proven to be an exceptionally innovative culinary teacher. She started events such as an ice-cream

throwdown, a “couture” doughnut pop-up, and a Mother’s Day tea collaboration with the 3D art students. The ProStart program extends beyond the classroom, onto campus and out into the community. Pacific Grove High School’s culinary was one of the first high school programs in the state to be considered a fine art by the University of California A-G System, enrollment in the program has tripled. During remote learning, Chef Erickson spent countless hours procuring and sorting over 100 ingredient bags per week and distributed them to the students. She then recorded over 100 individual demonstration videos for the students to follow along with in their own time. She considers her primary mission as an educator to provide a safe and brave space for all students. She is a strong ally for the LGBTQ+ community and students experiencing homelessness. Thank you, Chef Erickson, for all that you do for students in and out of the classroom!

Teacher Erickson thanked her colleagues, thanked Assistant Principal Steinback and previous Assistant Principal and current Robert Down Elementary School Principal Sean Keller; thanked her husband Jeff and her four children.

The Board took a break for pictures.

Director of Maintenance, Operations and Transportation Jon Anderson acknowledged the landscape improvements sample garden designed by grounds person Che Burns; noted the entire staff of maintenance, grounds and transportation are going above and beyond.

Pacific Grove High School Teacher and Forest Grove Elementary School parent Nicole Bullich noted a pattern of closing Forest Grove Elementary School while other school sites have remained open has been established; asked what the District plans to do to address the pattern of closing Forest Grove Elementary School; noted the working parents scrambling for child care; noted families of students that receive Free and Reduced may need to choose between childcare and their jobs; noted the achievement gap between the elementary schools, hurting low income and underserved students; said she has been forced to bring her own children to her classroom; spoke about potential solutions; asked the District to prioritize vulnerable students.

Pacific Grove High School Teacher Sally Richmond spoke about Breaker Bots who competed in Fresno last weekend as part of the third seat alliance and placed second overall, upcoming competition at Seaside High School Friday, March 31, and April 1.

Robert Down Elementary School Librarian Ann Scanlon thanked Director Anderson and Assistant Superintendent Jorn for their plans to reopen the Robert Down Elementary School Library after 3-year closure.

Pacific Grove High School Teacher Karinne Gordon spoke about negotiations, noting the District pushes negotiations past the middle or close to the end of the contract year, and retroactive checks do not include interest for what is essentially an interest-free loan year after year to the District; at the same time the District is making decisions about spending money, pushing teacher compensation to the bottom of the priority list; reminded the Board that quality schools correlate with quality life, prioritize the staff.

Pacific Grove High School Culinary Teacher Erickson recognized Women’s History Month, her recent success in receiving tenure, and spoke about her personal experience fighting for tenure and being the target of retaliation and harassment by the District, noted she felt bullied and her concerns were not taken seriously; Erickson read correspondence from 2019 between

Trustee Brian Swanson and Superintendent Porras highlighting misogynistic terms; expressed concerns over persons in power making subordinates feeling discomfort; noted mockery is not acceptable, encouraged women to speak up for themselves and others, ask questions, trust your gut, seek evidence, ask questions, and encouraged the Trustees to take action, to create a healthier District-wide work culture, and concluded significant change is needed.

CS thanked Teacher Erickson and noted it sounds like there is a gap in policy, and encouraged her to submit a future agenda item and offered to help her submit a future agenda item, in order to review policy.

JM said in response to Teacher Erickson that she takes this very seriously.

B. Community Members (Non-Agenda Items)

The following people spoke in support of Pacific Grove High School Saturday Choir, encouraged alternatives such as continued Saturday choir while offering a different style of Choir as part of curriculum during the school day:
Dayci Dishny
Amber Hoffman handed out printed information to the Board
Chase Erickson
Aurelia Serpa
Serra Arkan
Claire Qasem
Dakota Boulware
Erin Deegan
Laurel Bowen
Christine Gruber

CS noted she cannot discuss items that are not on the agenda, directed students to speak with Pacific Grove High School Principal Garcia and Superintendent Porras to advocate to continue Saturday Choir, and to submit a future agenda item.

A member of the public spoke about the current school storm closure, noted the weather is common and will happen again, noted the District does not exist in isolation, noted other districts that provide devices and continued virtual instruction; encouraged the District to reconsider the language used regarding safety; asked the Board how missed instruction time would be made up.

Casey spoke about communications during the weather events, expressed appreciation, noted her job as a parent is to plan for the worst, appreciated the school closures as a safety precaution, noted the District is a public school and not responsible to provide childcare, noted any communication is better than none.

Kathleen Lee spoke in support of Teacher Erickson's comments, noted words have power, and that what was shared was disturbing, that her own concerns with the District were dismissed, hopes the District will learn from the experience.

VI. CONSENT AGENDA

A. Minutes of March 2, 2023 Board Meeting
B. Certificated Assignment Order #13
C. Classified Assignment Order #13
D. Acceptance of Donations
E. Cash Receipts No. 13
F. Out of County or Overnight Activities
G. Warrant Schedule No. 653
H. Quarterly Report on Williams Uniform Complaints
I. Contract for Services with California Towing and Transport for 2023-24
J. Contract for Services with Montage Health MoGo Urgent Care for 2023-24
K. Contract for Services with Monterey Bay Pest Control for 2023-24
L. Contract for Services with Monterey Fire Extinguisher for 2023-24
M. Electronic Equipment Surplus
N. Contract for Service with Wonder Woofs K-9 Safety Dogs
O. Contract for Services with Mary Lee Sunseri for 2023-24
P. Contract for Services with Medics for Life, Inc.
Q. Contract for Services with Uretsky Investigation Security

Board Comments/Questions:
LO noted she has been assured that all the self-attestation sections on some contracts were outliers and that going forward contracts will no longer contain self-attestation all individual contractors will be verified by the Department of Justice.

CS item B, recognized Assistant Principal Shane Steinback, will be greatly missed, a true advocate for students. CS also thanked Pacific Grove Rotary for their donation for water bottle filling stations.

EH noted the District staff answered his questions in advance.

Public Comment:
None

MOTION JM/CS to approve the consent agenda as presented
Motion CARRIED by roll call vote 5 – 0

WALK-ON Transportation Expenditure Plan for 2022-23

Assistant Superintendent Jorn presented information to the Board. Noted corrected amount on the cover page should read $115,258.07

Board Comments/Questions:
EH confirmed no change in cost, just reporting.

BS questioned amount, CS same.

Public Comment:
None

MOTION BS/CS to approve the Walk-On Transportation Expenditure Plan for 2022-23
Motion CARRIED by roll call vote 5 – 0

WALK-ON Contract for Services with DJ Philip Speciale

Board Comments/Questions:
None

Public Comment:
None

MOTION JM/LO to approve the Walk-On Contract for Services with DJ Philip Speciale
Motion CARRIED by roll call vote 5 – 0

VII. PUBLIC HEARING

A. Public Hearing of *The Living Earth (2020)* Textbook for 9th and 10th Grade Biology at Pacific Grove High School

Open Public Hearing: 8:10 p.m. Close Public Hearing: 8:22 p.m.

Director of Curriculum and Special Projects Buck Roggeman presented information and answered questions from the Board.

Board Comments/Questions:
CS asked how student voice and community voice are brought into this process; asked if in the future members of the public could be part of the participation and process.

Student Representative Avila confirmed the textbook replacement and voiced support.

EH asked if the textbook is available as digital version of text; very impressed with updated information; this would be the time for student and public engagement; noted inclusion of habitat loss, climate change and positive things people can do.

LO great that it is available online, there is a digital version, great that it is more portable.

BS thanked Director Roggeman, noted the textbook is a few years old; asked who reviews the textbook.

Public Comment:
None

B. Public Hearing of *Chemistry in the Earth System (2020)* Textbook for 10th, 11th, and 12th Grade Chemistry at Pacific Grove High School

Open Public Hearing: 8:22 p.m. Close Public Hearing: 8:29 p.m.

Director of Curriculum and Special Projects Buck Roggeman presented information and answered questions from the Board.

Board Comments/Questions:
Student Representative Avila familiar with chemistry book, not his best class, supports interactive textbooks, easier to work with.

EH supports the textbook.

JM thanked Director Roggeman for being willing to go out and get feedback.

LO said the textbook looks digestible.

CS asked if there was a Spanish equivalent; asked what emerging bilingual students use.

Public Comment:
Beth Shammas said it was good to have a way to let people know about curriculum, as transparent as possible, noted curriculum follows state standards and that there is not a wide variety of selection, and that some teachers use their own materials.

VIII. ACTION/DISCUSSION

A. Adoption of Resolution No.1103 – Issuance of a Tax and Revenue Anticipation Note (TRAN) Not To Exceed $7,500,000

Assistant Superintendent Jorn presented information to the Board and answered questions from the Board.

Board Comments/Questions:
EH asked about alternatives recognizing the need for cash flow; has there been discussion at state level spending authority before funds are assured.

LO does not like the $127,000 issuance in insurance.

BS asked if Carmel participates in this or due to their reserve may not; noted the District was not a member of California School Board Association (CSBA) for several years.

CS noted she can see CSBA being motivated to continue this process.

Public Comment:
None

MOTION CS/JM to adopt Resolution No.1103 – Issuance of a Tax and Revenue Anticipation Note (TRAN) Not To Exceed $7,500,000
Motion CARRIED by roll call vote 5 – 0

B. Renewal Contract for Financial Advisory Services with Dale Scott and Company (DS&C) for 2023-2024

Assistant Superintendent Jorn presented information to the Board and answered question from the Board.

Board Comments/Questions:
BS great we are trying to explain more to the community, thank you for making sure that happens.

EH asked if the information available on the PGUSD website.

Public Comment:
None

MOTION CS/EH to approve the renewal contract for financial advisory services with Dale Scott and Company (DS&C) for 2023-2024.
Motion CARRIED by roll call vote 5 – 0

C. Agreement for Legal Services with Lozano Smith for 2023-24

Superintendent Porras presented information and answered questions from the Board.

Board Comments/Questions:
LO, CS and JM asked to investigate other law firms, put out a Request for Quote/Request for Proposal (RFQ/RFP)

BS and EH both supported staying with Lozano Smith.

BS noted the history of the District and the inconvenience of obtaining records, noted Lozano Smith helped with redistricting, terrific knowledge base to tap into; understood where the rest of the Board is leaning, questioned the timing of it, used severe weather situations as an example of timing; did not want to rush through; other things the Board needs to do that are a greater priority.

CS liked the idea of a fresh pair of eyes, a lot of law firms that have grown and become experts in the field, there seems to be more options now, including auditor for the District; asked about proposal process; asked if there is ever a good time to go out for bid; acknowledged staff time; suggested an extension to current contract to build in a buffer; did not feel the need to approve an extension the current contract at this point.

JM said there is no harm in putting out for bid, ready to see what other options before approving the contract for next year; current contract ends June 30, 2023; should not limit what the Board is doing based on how much time it takes, the Board should not be limited because they are busy.

EH asked if there was any harm going out to bid; suggested approving an extension to the current contract; worried about Board time and staff time; encouraged extending the current contract for 3 months.

LO asked how long an RFP takes; can see both sides; there is no harm in getting an RFP; acknowledged there is a lot going on; reasonable to extend the contract with Lozano Smith, a smart move and does not need to be forever.

Public Comment:
Amy Ramos encouraged the Board to go out to bid, keep eyes open, and see what else is out there.

Beth Shammas noted the District had been using Lozano Smith for a long time, noted the mindset of law firms, said Lozano Smith does have a certain mindset and style of legal advice, noted there may be benefits to using another law firm.

MOTION BS/EH to approve the agreement for Legal Services with Lozano Smith for 2023-24
Motion did NOT pass by 2 – 3 by roll call vote
President Swanson, Clerk McNary and Trustee Ottmar voted against

The Board directed Administration to discuss an extension of current contract with Lozano Smith through the end of September 2023, and begin the RFQ process.

D. Revision to the Salary Schedule for the position of Adult School Program Coordinator

Pacific Grove Adult Education Principal Barbara Martinez acknowledged four Adult School staff resignations; presented information to the Board and answered questions from the Board.

Board Comments/Questions:
LO asked about the handout received, asked if all the schools noted are adult schools; noted two highlighted positions at two different rates, comfortable with the item to come back, asked if she could email the questions in advance.

CS suggested due to time if the Board would be willing to bring the item back where the numbers can be given to the Board included in the packet, and the Trustees can draw a quick comparison, and brought back in a more thorough manner.

EH feels comfortable with the information received; would like the item to return as part of the Consent Agenda.

JM would like to be brought back to take the time to compare the numbers.

BS noted he does not have the handout received at the meeting by Principal Martinez, would be comfortable moving forward; asked if this is an open position.

Public Comment:
None

The Board directed Administration to move this item to the next Board meeting on April 6, 2023.

E. First and/or Final Reading of New Regulation 1250.3 Areas Open to Visitors/Guests

CS presented information.

Board Comments/Questions:
EH would like to see the sign-in process done digitally, if possible.

Public Comment:
None

MOTION CS/JM to approve the final reading of New Regulation 1250.3 Areas Open to Visitors/Guests.
Motion CARRIED by roll call vote 5 – 0

F. Land Acknowledgement

CS presented information.

Board Comments/Questions:
EH Land Acknowledgement should proceed any Board business, when land use is beginning. Personally suggests not using the moment of silence, which makes him think of past, and would like to focus on present; as a District should consider concrete actions to follow through and assist indigenous people and include curriculum.

JM has been on the agenda multiple times, ready to move forward and have a separate discussion around moment of silence if needed.

LO likes the Land Acknowledgement, in favor of moment of silence, creates an obvious pause that would be meaningful, can move forward now but would end up back on the agenda at a later point; noted video shared with al Trustees regarding land acknowledgements; in favor of having it continue to be meaningful and respectful and honoring; agree reading the statement as the Board opens business.

BS in favor of moving forward, starting meetings with the statement, agrees with EH that moment of silence is not necessary, keep this in mind with out we keep this in mind and tie in with students.

CS timing noted if the statement is read at 5:30 p.m. when no one is typically present at the Board meetings at that time; asked Superintendent regarding most appropriate time to read the statement.

Student Representative Avila agreed with Superintendent Porras and Trustee Brian Swanson; approved reading statement at 5:30 p.m. makes more sense.

Public Comment:
Casey Marie, PTA Board member at Pacific Grove High School, said the PTA has discussed diversity and equity, feels like an appropriate topic to touch on; getting to these meetings with student wok load and parent work load is hard enough to attend at 6:30 p.m.; promote inclusion and participation; making the meetings longer is counterproductive; noted this item has been on the agenda four times.

MOTION EH/BS to approve the Land Acknowledgement reading before the Board conducts business after Call to Order.
Motion CARRIED by roll call vote 5 – 0

G. Board Calendar/Future Meetings

Superintendent Porras and Director of Curriculum Buck Roggeman answered questions by the Board.

Board Comments/Questions:
JM asked if on April 6 and April 20 the Board would begin to see a review of the Strategic Plans and LCAP; noted Governance training April 28.

EH asked if the Board can continue the meeting after the attorney leaves at the Special Meeting on April 28, 2023.

Public Comment:
Beth Shammas noted the Board discussed a lot of things tonight like the Lozano Smith Contract; concerned about the Board meeting regarding protocols; noted Choir, said the District has a culture and that music is an important piece of the District; it is hard for a new Board to make decisions when they have not had the chance to talk about Board goals or protocols.

No action taken.

IX. INFORMATION/DISCUSSION

A. Summer School Credit Recovery

Teacher on Special Assignment Dr. Larry Haggquist presented information to the Board.

Board Comments/Questions:
JM would love to see more data points, example would love to know the success of the barbeques, why did students not attend the barbeques; wondered how a computer software credit recovery program would be enjoyable for students who are behind and do not enjoy school; loves seeing and hearing the stories and individual wins and measure and understand the success of the program with data.

LO thanked Dr. Haggquist, noted improvement, said supporting social emotional wellness first is a basic human need, and once that is met students are able to learn and feel supported; noted the program sounds like a massive success.

BS is a Bananarama fan; Dr. Haggquist built this team with Principal Garcia; noted the program is designed to work for the students; understands why the program is such a success, looks forward to see what the program will look like this coming summer; thanked Dr. Haggquist.

CS asked Dr. Haggquist how he hopes to improve the program this coming summer, such as more participation or more students; more data so that the program and momentum can continue, there is turnover and transition; curious if the goal is so students do not have to end up in summer school, or is there a need for students to have a safe place to go in the summer;

would love to hear that and support it and document it and every year get better; asked who the contact for the summer school program is; asked Board whether direction is needed for Dr. Haggquist; asked Dr. Haggquist to keep the Board posted in a Board memo to Superintendent Porras.

EH thanked Dr. Haggquist for the presentation; would love more years of data; would like to see information regarding the transition back to the normal school year; opp for additional students that may not be in the least resilient category; how can we do more, support it, expand it?

Public Comment:
Casey Marie spoke about funding, the enrollment, completion rates, and interest in discussing this with the PTA.

Personnel Specialist Angela Lippert noted the posting is ready to go for Principal for Summer School.

MOTION EH/BS to extend the meeting until 10:20 p.m.
Motion CARRIED by roll call vote 4 – 1
Trustee Ottmar voted against

B. Governance: Board Meeting Efficiency

The Board discussed this item.

Board Comments/Questions:
CS noted the Board is five people plus Student Representative, extremely lucky with the Board; implemented as Board President, noted her goal is to manage meetings, agenda setting meetings are happening, any Trustee that would like to attend will swap out with Clerk McNary; purpose of Consent Agenda; items do not need to be pulled to 'bring light' to an item; submitting future agenda items digital form available online, suggested future agenda items are now included in the packet; noted order of Board member comments, including two rounds of Board member comments; length of staff presentations; Brown Act restrictions; submitting advance packet questions; rewatch Board meetings with a growth mindset; would love Board culture not afraid to make mistakes and not a culture of defense, excuses; reducing walk-ons; recommended taking notes in pencil on agenda exercise.

LO has rewatched some Board meetings, part of growth; would like to know from Superintendent when a good time is for cutoff of questions regarding Board packets; would like the paper packet sooner, as long as it is available before the weekend; agreed walk-ons are difficult but sometimes needed.

BS would like this item brought back and how the Board run the meetings more efficiently, remember the audience, pushing the limits, like a working parent; Brown Act correction; questions regarding Board packet; give the staff enough time to answer the questions thoroughly; consent agenda this week was great; efficiency and effectiveness are not mutually exclusive, meetings can be efficient and effective.

Student Avila supports efficiency; agrees with Trustee Brian Swanson; do not have a lot of questions regarding the Board packet but is nice to know he should get questions in sooner rather than later.

EH helpful to get answers to questions in advance, not in violation of Brown Act, helps the meeting move for efficiently; goal is to do better; anything procedural should pass digitally; suggested flags when someone wants to speak instead of asking everyone; dangerous to cut off Board discussion if this is the only place for the Board to have discussions; asked about the estimated time for each item.

JM not in favor of the flag idea; read through CSBA Call to Order book, not once in the book does it talk about efficiency, but talks about effective Boards, Board norms, Board values, public comment, Board culture; some of the questions where the Board is not on the same page is because the Board has not had the governance training yet; cautious efficiency versus effectiveness; if the job takes a long time, that is what comes with the territory; valuable to be at the agenda meetings.

Public Comment:
None

The Board directed Administration to include these topics in the Special Board Meeting scheduled for April 28, 2023.

C. Future Agenda Items

- Added May 19, 2022: Teacher of the Year Recognition (TBA)
- Added February 2, 2023: CSBA Policy Update (April 6, 2023)
- Added February 10, 2023: PE Program Presentation (April 6, 2023)
- Added March 2, 2023: Board Policy to establish sports teams (April 6, 2023)

This item was pulled. No action taken.

X. ADJOURNED 10:20 p.m.

Approved and submitted:

_____
Dr. Ralph Gómez Porras
Secretary to the Board

☒Student Learning and Achievement
☒Health and Safety of Students and Schools
☐Credibility and Communication
☐Fiscal Solvency, Accountability and Integrity

☒Consent
☐Action/Discussion
☐Information/Discussion
☐Public Hearing

SUBJECT: Classified Assignment Order #14

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Billie Mankey, Director II, Human Resources

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RECOMMENDATION:

The District Administration recommends the Board review and approve the Classified Assignment Order **#14**

BACKGROUND:

Under Board Policies #4200 and #4211, the Human Resource Office is directed by the Superintendent and the Board of Education to employ the most highly qualified person available for each position. Recruitment and selection procedures include dissemination of vacancy announcements to newspapers, trade journals, the internet through the Pacific Grove Unified School District website, Monterey County Office of Education website and other recruitment websites in California. The recommendation to hire a selected candidate is made after weighing the information obtained by the complete application package, the interview process, and confidential reference checks. No inquiry is made with regard to the age, sex, race, color, religion, national origin, disability or sexual orientation.

INFORMATION:

Persons listed in the Classified Assignment Order are being recommended to the Board of Education for employment in the District. No individual is recommended to the Board of Education for employment prior to receipt of the criminal background summary.

FISCAL IMPACT:

Funding has been approved and allocated for these items.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL ASSIGNMENT ORDER NO. 14
April 6, 2023

NEW HIRE:
Chloe Kincaid, Itinerant Paraprofessional (current assignment, Special Education Preschool), 4.5 hours/day, 2 days per week, 180-day work calendar, Range 37, Step B, effective April 3, 2023 (replaces Marlaina Laubach)

TEMPORARY NEW HIRE:
Isabella Hoang, AVID Tutor, Temporary, Range 30, Step F, paid per time sheet, not to exceed 15 hours per week, effective March 20, 2023 (AVID Grant funded)

ADDITIONAL ASSIGNMENT:
Johanna Biondi, PGHS, Assistant Athletic Director, annual stipend of $6,194 effective March 15, 2023 (replaces Jordan Gasperson)

LEAVE OF ABSENCE FOR JOB SHARE:
Megan Roach, Licensed Occupational Therapist, requests and qualifies for a job share from 0.80 FTE to 0.40 FTE, effective the 2023-24 school year.

LEAVE OF ABSENCE:
Kristen Quilty, District Payroll-Benefits Specialist, qualifies for and requests FMLA effective June 23, 2023 through approximately September 25, 2023 and may be intermittent during this time period

RESIGNATION:
Stephanie Lip, School Nutrition Director, 1.0 FTE, resigns effective April 14, 2023, after 4 years of successful employment with the Pacific Grove Unified School District

Ginny Roggeman, PGHS, Crossing Guard, resigns effective March 27, 2023

Diane McCluskey, Licensed Occupational Therapist, part-time, 0.80 FTE, resigns effective April 7, 2023 after 7.5 years of successful employment with the Pacific Grove Unified School District

RETIREMENT:
Billie Mankey, Director II, Human Resources, full-time, retires effective August 5, 2023 after 18 successful years of employment with the Pacific Grove Unified School District

☒Student Learning and Achievement
☒Health and Safety of Students and Schools
☐Credibility and Communication
☐Fiscal Solvency, Accountability and Integrity

☒Consent
☐Action/Discussion
☐Information/Discussion
☐Public Hearing

SUBJECT: Certificated Assignment Order #14

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Billie Mankey, Director II, Human Resources

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RECOMMENDATION:

The District Administration recommends the Board review and approve the Certificated Assignment Order **#14**

BACKGROUND:

Under Board Policies #4200 and #4211, the Human Resource Office is directed by the Superintendent and the Board of Education to employ the most highly qualified person available for each position. Recruitment and selection procedures include dissemination of vacancy announcements to newspapers, trade journals, the internet through the Pacific Grove Unified School District website, Monterey County Office of Education website and other recruitment websites in California. The recommendation to hire a selected candidate is made after weighing the information obtained by the complete application package, the interview process, and confidential reference checks. No inquiry is made with regard to the age, sex, race, color, religion, national origin, disability or sexual orientation.

INFORMATION:

Persons listed in the Certificated Assignment Order are being recommended to the Board of Education for employment in the District. No individual is recommended to the Board of Education for employment prior to receipt of the criminal background summary.

FISCAL IMPACT:

Funding has been approved and allocated for these items.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 14
April 6, 2023

TEMPORARY NEW HIRE:
Hinda Majri, PGAS Community Ed Instructor (ESL Level A), temporary, part time, 16 hrs./week, paid per time sheet according to the Adult School Instructional Calendar, Column A, Step 1, effective March 28, 2023 (replaces Janet Billet)

RESIGNATION:
Dr. Arayeh Norouzi, PGAS Parenting Class Instructor, resigns effective March 31, 2023

Dr. Ralph Gomez Porras, Superintendent resigns effective June 30, 2023, after 16 years of successful employment leading the Pacific Grove Unified School District

SUBSTITUTE:
Paul Karrer
Desiree Losada
Shane McLoud

☒Student Learning and Achievement
☐Health and Safety of Students and Schools
☐Credibility and Communication
☒Fiscal Solvency, Accountability and Integrity

☒Consent
☐Action/Discussion
☐Information/Discussion
☐Public Hearing

SUBJECT: Acceptance of Donations

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent for Business Services

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RECOMMENDATION:
The Administration recommends that the Board approve acceptance of donations referenced below.

INFORMATION:
During the past months the following donations were received:

Forest Grove Elementary School
None

Robert H. Down Elementary School
None

Pacific Grove Middle School

Monterey Peninsula Quilter Guild	$250.00 (Home Economics Program)

Pacific Grove High School

CHOMP	AED Device (PGHS Pool)

Pacific Grove Community High School
None

Pacific Grove Adult School /Lighthouse Preschool & Preschool Plus Co-op

Victoria Kellogg	$20.00 (Active Older Adults Program)

Pacific Grove Unified School District
None

☐Student Learning and Achievement
☐Health and Safety of Students and Schools
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☒Fiscal Solvency, Accountability and Integrity

☒Consent
☐Action/Discussion
☐Information/Discussion
☐Public Hearing

SUBJECT: Cash Receipts Report No. #14

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent for Business Services

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RECOMMENDATION:

As Assistant Superintendent for Business Services, I have reviewed the receipt and deposit of the identified Cash Receipts for consistency with District policies and procedures and certify that the actions have been appropriately conducted. I recommend Board approval of the Cash Receipts.

BACKGROUND:

The attached listing identifies Cash Receipts received by the District during the period of from March 8, 2023 to March 28, 2023.

INFORMATION:

The receipt and deposit of the identified funds were conducted consistent with District policies and procedures within the appropriate revenue accounts.

PGUSD
2022-23 BOARD REPORT # 14 Cash Receipts
March 8, 2023 - March 28, 2023

Date	Num	Name	Account	Amount
Mar 8 - 28, 23				
03/09/2023	21631	Child Developement Inc	CHILD DEV	1,031.00
03/09/2023	21632	RETIREE INSURANCE	RETIREE INSURANCE	1,787.00
03/13/2023	21633	PGMS	REIMBURSMENT	980.32
03/13/2023	21634	ADULT EDUCATION	ADULT EDUCATION	1,762.50
03/13/2023	21635	RETIREE INSURANCE	RETIREE INSURANCE	508.00
03/14/2023	21636	BASRP-FG	BASRP	452.00
03/14/2023	21637	BASRP-RD	BASRP	114.00
03/15/2023	21638	BASRP-RD	BASRP	1,294.44
03/15/2023	21639	BASRP-FG	BASRP	966.70
03/17/2023	21640	ADULT EDUCATION	ADULT EDUCATION	731.00
03/17/2023	21641	BASRP-FG	BASRP	10,909.11
03/17/2023	21642	BASRP-RD	BASRP	13,425.88
03/17/2023	21643	RETIREE INSURANCE	RETIREE INSURANCE	111.00
03/21/2023	21644	PGMS	FIELD TRIP/MS	1,600.00
03/21/2023	21645	MPC	DUAL ENROLLMENT RE...	5,214.11
03/21/2023	21646	MB CHARTER SCHOOL	RENT	20,754.00
03/21/2023	21647	STATE OF CALIFORNIA	MEDI-CAL	540.52
03/21/2023	21648	American Fidelity	REFUND	315.00
03/21/2023	21649	Robert Down Elementary	Birthday Books	20.00
03/21/2023	21650	PGMS	DONATION	250.00
03/23/2023	21651	BASRP-RD	BASRP	285.00
03/23/2023	21652	BASRP-FG	BASRP	203.00
03/23/2023	21653	PGMS	FIELD TRIP/MS	1,500.00
03/24/2023	21654	ADULT EDUCATION	ADULT EDUCATION	220.00
03/27/2023	21655	BASRP-RD	BASRP	462.00
03/27/2023	21656	BASRP-FG	BASRP	125.00
03/27/2023	21657	RETIREE INSURANCE	RETIREE INSURANCE	827.00
03/27/2023	21658	RETIREE INSURANCE	RETIREE INSURANCE	851.22
03/28/2023	21659	Facilitron	FACILITIES USE	393.45
03/28/2023	21660	PGMS	FIELD TRIP/MS	1,000.00
Mar 8 - 28, 23				68,633.25

☒Student Learning and Achievement
☒Health and Safety of Students and Schools
☐Credibility and Communication
☐Fiscal Solvency, Accountability and Integrity

☒Consent
☐Action/Discussion
☐Information/Discussion
☐Public Hearing

SUBJECT: Out of County or Overnight Activities

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent for Business Services

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RECOMMENDATION:

The Administration recommends that the Board approve or receive the requests as presented.

BACKGROUND:

Board Policy 6153 requires prior approval of all school sponsored trips. Out of County/State or overnight trips require Board approval. Other trips may be approved by the Superintendent or designee.

INFORMATION:

The attached list identifies overnight/Out of County/State trip(s) being proposed by school sites at this time.

FISCAL IMPACT:

The request has an identified cost and associated source of funds. These activities expose the District to increased liability with a resulting potential for financial impact.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

2022-23 OUT OF COUNTY OR OVERNIGHT ACTIVITIES

Date(s)	Destination	Student/ Class/ Activity	Transportation	Cost	Funding Source
4/27/2023	UC Merced Merced, CA	PGHS Counseling Office/ Juniors VIP College Tour & Admissions Talk	Auto	$ -	na
4/28/2023	Hyatt Santa Clara Santa Clara, CA	PGHS Dance Team Dance Competition	Auto	$ 5,030.00	PGHS Dance Team Acct
5/6/2023	Milpitas High School/Great America Milpitas, CA	PGMS Choir Annual Choir Competition	School Bus (MCOE)	$ 1,556.25	PGMS Music Budget
5/13/2023	Del Mar High School San Jose, CA	PGHS Jazz Band Band Review fo Concerts	School Bus (MCOE)	$ 1,925.00	PGHS Music Dept.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities.
The request must be approved by the Board prior to the event, therefore the request must be submitted AT LEAST TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT.
For ALL other activities, submit request two weeks in advance of activity. I understand.

Date of Activity 04/27/2023 Day of Activity Thursday

Location of Activity UC Merced City Merced County Merced

School PG High School Class or Club Counseling Office /Juniors Grade Level/s 11

School Departure Time 8:00 AM

Pickup Time from Place of Activity 4:00 PM

Name of Employee Accompanying Students Kristin Paris

Number of Adults 3 Number of Students 11

Description of Activity/Educational Objective
VIP College tour and admissions talk for juniors interested in applying to UC Merced next fall.

List All Stops PGHS - UC Merced - PGHS

Means of Transportation: Auto*
* Board Regulation 3541.1 Requirements will be complied with when using private Autos KP
(Teacher initials)

Name of Auto Drivers (subject to change): 1. Margaret Rice 2. Audrey Cordova

Cost of Activity $0 + Cost of Transportation $ 0 = Total $ 0.00

Fund/s to be charged for all activity expenses ( ) Students ( ) Club ( ) PG Pride ( ) Other

Account Code: N/A

Requested by: Kristin Paris / Kristin Paris Date 03/13/2023
Employee Signature (accompanying student activity) *Printed Name*

Administration Approval/Principal Lito M. Garcia Date 03/13/2023

****

Transportation Department/District Office Use

( ) School Bus ( ) Charter ( ) Available ( ) Not available Date Received
Cost Estimate $

Approved by Transportation Supervisor: Date

Approved by Assistant Superintendent: Date

Date of Board Approval

Does form need board approval

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities.
The request must be approved by the Board prior to the event, therefore the request must be submitted AT LEAST TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT.
For ALL other activities, submit request two weeks in advance of activity. I understand.

Date of Activity 04/28/2023 Day of Activity Fri-Sun

Location of Activity Hyatt Santa Clara City Santa Clara County Santa Clara

School PG High School Class or Club Dance Team Grade Level/s 9-12

School Departure Time 3:30 PM

Pickup Time from Place of Activity 5:00 PM

Name of Employee Accompanying Students Tatum Madrid

Number of Adults 3 Number of Students 12

Description of Activity/Educational Objective
Dance competition and convention

List All Stops Hotel (Embassy Suites, Santa Clara)

Means of Transportation: Auto*
* Board Regulation 3541.1 Requirements will be complied with when using private Autos TM
(Teacher initials)

Name of Auto Drivers (subject to change): Tatum Madrid, Tara Masterson, Michelle Evans

Cost of Activity $5030 + Cost of Transportation $____ = Total $ 5,030.00

Fund/s to be charged for all activity expenses (x) Students ( ) Club ( ) PG Pride (x) Other Team Account

Account Code: Wells Fargo Athletic Department Fund/Dance Team - #1965169244/462

Requested by: Tatum Madrid / Tatum Madrid Date 03/09/2023
Employee Signature (accompanying student activity) *Printed Name*

Administration Approval/Principal Lito M. Garcia Date 03/13/2023

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Transportation Department/District Office Use

( ) School Bus ( ) Charter ( ) Available ( ) Not available Date Received____
Cost Estimate $____

Approved by Transportation Supervisor:____ Date____

Approved by Assistant Superintendent:____ Date____

Date of Board Approval ____

Does form need board approval

3

Academic Year: 2022-23

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities.
The request must be approved by the Board prior to the event, therefore the request must be submitted AT LEAST TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT.
For ALL other activities, submit request two weeks in advance of activity. I understand.

Date of Activity 05/06/2023 Day of Activity Saturday

Location of Activity Milpitas High School City Milpitas County Santa Clara

School PG Middle School Class or Club Choir Grade Level/s 6,7,8

School Departure Time 8:30 AM

Pickup Time from Place of Activity 7:00 PM

Name of Employee Accompanying Students Jared Masar

Number of Adults 5 Number of Students 48

Description of Activity/Educational Objective
Yearly Choir Competition to support and reinforce learning achieved in class.

List All Stops Milpitas High School, California's Great America

Means of Transportation: School Bus
* Board Regulation 3541.1 Requirements will be complied with when using private Autos JM
(Teacher initials)

*Name of Auto Drivers (subject to change):

**If using District vans, driver names must be listed: N/A

Cost of Activity $ 0 + Cost of Transportation $ 1556.25 = Total $ 1,556.25

Fund/s to be charged for all activity expenses ( ) Students ( ) Club ( ) PG Pride (x) Other Music

Account Code: 01-9005-0-1110-1000-4300-00-005-1432-0720

Requested by: Jared Masar / Jared Masar Date 02/27/2023
Employee Signature (accompanying student activity) *Printed Name*

Administration Approval/Principal Sean Roach Date 02/27/2023

****

Transportation Department/District Office Use

(x) School Bus ( ) Charter ( ) Available ( ) Not available Date Received 02/27/2023
Cost Estimate $ $1,556.25

Approved by Transportation Supervisor: Ion Anderson Date 03/15/2023

Approved by Assistant Superintendent: _____ Date _____

Date of Board Approval _____

Does form need board approval

Academic Year 2022-23

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities.
The request must be approved by the Board prior to the event, therefore the request must be submitted AT LEAST TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT.
For ALL other activities, submit request two weeks in advance of activity. I understand.

Date of Activity 05/13/2023 Day of Activity Saturday

Location of Activity Del Mar High School City San Jose County Santa Clara

School PG High School Class or Club Band, Jazz Band Grade Level/s 9-12

School Departure Time 7:00 AM

Pickup Time from Place of Activity 3:00 PM

Name of Employee Accompanying Students George Warren

Number of Adults 4 Number of Students 50

Description of Activity/Educational Objective
Band review for concert and jazz bands. We work diligently aiming for superior ratings and high placement in the competitions.

List All Stops Del Mar High School, 1225 Del Mar Ave, San Jose

Means of Transportation: School Bus
* Board Regulation 3541.1 Requirements will be complied with when using private Autos GW
(Teacher initials)

Name of Auto Drivers (subject to change): Not expecting students riding with parents, unless with their own parents. Likely: Michelle Ford, Fran Coen, Sean O'Br

Cost of Activity $$600 + Cost of Transportation $ 1325.00 = Total $ 1,925.00

Fund/s to be charged for all activity expenses ( ) Students ( ) Club ( ) PG Pride (x) Other Music

Account Code: District Music 01-0000-0-1155-1000-4300-00-006-1432-0720

Requested by: George Warren / George Warren Date 02/21/2023
Employee Signature (accompanying student activity) *Printed Name*

Administration Approval/Principal Lito M. Garcia Date 02/22/2023

****

Transportation Department/District Office Use

(x) School Bus ( ) Charter ( ) Available ( ) Not available Date Received 03/15/2023
Cost Estimate $ 1325.00

Approved by Transportation Supervisor: Jon Anderson Date 03/01/2023

Approved by Assistant Superintendent: Date

Date of Board Approval

Does form board approval

☐Student Learning and Achievement
☐Health and Safety of Students and Schools
☐Credibility and Communication
☒Fiscal Solvency, Accountability and Integrity

☒Consent
☐Action/Discussion
☐Information/Discussion
☐Public Hearing

SUBJECT: Monterey Bay Charter School Lease Agreement 2022-23 Revision #18

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

The District Administration recommends approval of Lease Agreement Revision #18 with the Monterey Bay Charter School, extending the term of the lease to June 30, 2024.

BACKGROUND:

Beginning in 2001, the District began leasing space at the David Avenue School to the Monterey Bay Charter School. Since then, there have been several revisions to the lease, either for additional space, increasing the rate, or extension of the term of the lease. The current lease expires on June 30, 2023.

The lease terms indicated the lease annual escalator to follow the state statutory COLA. The provision under Section 4: Rent states:

"...Rent shall be increased by greater than 2.5% of the percentage of growth of the state funded cost of living adjustment (COLA), up to the maximum of 5%."

The lease rate for 2022-2023 under the Board Approved Amendment #17 is $1.08376/square foot for a total of 19,150 square feet.

INFORMATION:

At this time the District is recommending increasing the lease rate by 5.0% (from $1.08376/sf to $1.1379/sf). The 2023-2024 projected statutory cost-of-living (COLA) adjustment for K-14 education is 8.1%, and the master lease agreement caps the lease rate increase at 5%.

This will result in a net increase to revenue of $12,442.42.

FISCAL IMPACT:

Fund 40 revenue for fiscal year 2023-24 of $261,489.42

Revision #18
of Lease Agreement between
Pacific Grove Unified School District
and
Monterey Bay Charter School

This document revises language contained within the Agreement of April 5, 2001, as revised by:
Revision #1 of August 9, 2002 (B-Wing, 6000sf, C-Wing 4,445 sf, E-3 960 sf = Total 11,405 sf)
Revision #2 of September 24, 2002
Revision #3 of February 16, 2006
Revision #4 of May 19, 2006
Revision #5 of August 6, 2009
Revision #6 of August 10, 2010 (remove C-Wing restrooms and add B-Wing restrooms)
Revision #7 of May 17, 2012 (add D-Wing 4800 sf = Total 16,205 sf)
Revision #8 of May, 2013 (increase rent to $0.812 per sf)
Revision #9 of May 8, 2014 (increase rent to $0.853 per sf and add MPR 1,692 sf = Total 17,897 sf)
Revision #10 of May 21, 2015 (increase rent to $0.895 per sf, add 327 sf storage room = Total 18,224 sf)
Revision #11 of June 30, 2016 (increase rent to $0.913 per sf, add 926 sf Room E-4 = Total 19,150 sf)
Revision #12 of June 29, 2017 (increase rent to $0.927 per sf)
Revision #13 of June 8, 2018 (increase rent to $0.9570 per sf)
Revision #14 of June 20, 2019 (increase rent to $0.983 per sf)
Revision #15 of June 20, 2020 (no increase)
Revision #16 of June 17, 2021 (increase rent to $1.03215 per sf)
Revision #17 of June 17, 2021 (increase rent to $1.08376 per sf)

Revision #18:
1. Article 4 RENT: All rents shall be increased by 5.0% to reflect monthly rent of $1.1379 per sf.
2. All other provisions as of Revision #11 remain unchanged.

Agreed to by:

Lessor: Pacific Grove Unified School District

By: _____
Name: Joshua Jorn
Title: Assistant Superintendent
Date:_____

Lessee: Monterey Bay Charter School

By: _____
Name: Jessica Guzzi
Title: Director
Date:_____

☒Student Learning and Achievement
☐Health and Safety of Students and Schools
☐Credibility and Communication
☐Fiscal Solvency, Accountability and Integrity

☒Consent
☐Action/Discussion
☐Information/Discussion
☐Public Hearing

SUBJECT: Contract for Services with Monarch Music at Pacific Grove Middle School for 2023-24

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Sean Roach, Pacific Grove Middle School Principal

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RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Monarch Music at Pacific Grove Middle School for 2023-24.

BACKGROUND:
This is a new service with Monarch Music.

INFORMATION:

Monarch Music will provide clinician services to the music students for the 2023- 2024 school year.

FISCAL IMPACT:

This is for the 2023-2024 school year. It is budgeted and not to exceed $500 and funded through the Music Department.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT Monarch Music

SITE/DEPARTMENT PGMS Music

SUBMITTED BY Sean Roach

FUNDING SOURCE PGMS MUSIC

AGREEMENT TOTAL AMOUNT $500

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and **Monarch Music** ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;
NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a **Jazz Clinician**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **Classroom Instruction**.

2. **Term.** Consultant shall commence providing services under this Agreement on **8/1/2023** and will diligently perform as required and complete performance by **5/1/2024**.

3. **Compensation.** District agrees to pay $500to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed $500during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

   3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.

4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.

5. **Independent Consultant**. Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

6. **Performance of Services.**
   6.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

   6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

   6.3. **Licenses**. Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.

7. **Termination**.
   7.1. **Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

   7.2. **Without Cause by Consultant**. Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

   7.3. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
      7.3.1. Material violation of this Agreement by the Consultant; or
      7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

   Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the

District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance**. Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.

9. **District's Evaluation of Consultant**. The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.

10. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

12. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

13. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District	Consultant
Pacific Grove Unified School District	Name: Monarch Music
435 Hillcrest Avenue	Address: 568 Lighthouse Ave. #9
Pacific Grove, CA 93950	City/State/Zip: Pacific Grove, CA 93950
ATTENTION: Joshua Jorn	Business Phone: 310-967-9694
Assistant Superintendent/CBO	Email (Optional): michalea@monarchmusic.org

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

15. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.

16. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

17. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

20. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.

22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:

    ☐DOJ Clearance Previously Received by District

    ☒ Fingerprinting done by the organization independently (declare under perjury)-Consultant's Employee(s)

    ☐No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:
    ☒W-9 Form

24. **Type of Business Entity:**
    ☐Corporation, State
    ☐Individual
    ☐Partnership
    ☐Limited Liability Company
    ☒Sole Proprietorship
    ☐Limited Partnership
    ☐Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of $600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District
Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Signature: _____

Name: Sean Roach

Title: Music Director

Date: __3/24/2023_

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Name: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

☐Contracted work was not assigned using District's normal employment recruitment process.
Signature _____Date _____
Director of Human Resources

☒Student Learning and Achievement
☐Health and Safety of Students and Schools
☐Credibility and Communication
☐Fiscal Solvency, Accountability and Integrity

☒Consent
☐Action/Discussion
☐Information/Discussion
☐Public Hearing

SUBJECT: Contract for Services with Apolinario Vivit Music Instrument Repairs at Pacific Grove Middle School for 2023-24

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Sean Roach, Pacific Grove Middle School Principal

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RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Apolinario Vivit Music Instrument Repairs at Pacific Grove Middle School for 2023-24.

BACKGROUND:

This is a recurring service.

INFORMATION:

Apolinario Vivit will help to ensure that the instruments are available to use by helping to maintain the repairs on the instruments during the 2023-2024 school year.

FISCAL IMPACT:

This is for the 2023-2024 school year, it is budgeted and funded through the Music Department. The fee is not to exceed $800.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT Apolinario Vivit Musical Instrument Repairs

SITE/DEPARTMENT PGMS Music

SUBMITTED BY Sean Roach

FUNDING SOURCE PGMS MUSIC

AGREEMENT TOTAL AMOUNT $800

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and **Apolinario Vivit Musical Instrument Repairs** ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;
NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a **repair person**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **repairs**.

2. **Term.** Consultant shall commence providing services under this Agreement on **8/1/2023** and will diligently perform as required and complete performance by **5/1/2024**.

3. **Compensation.** District agrees to pay $800 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed $800 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.

4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.

5. **Independent Consultant**. Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

6. **Performance of Services.**
   6.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

   6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

   6.3. **Licenses**. Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.

7. **Termination**.
   7.1. **Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

   7.2. **Without Cause by Consultant**. Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

   7.3. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
      7.3.1. Material violation of this Agreement by the Consultant; or
      7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

   Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs

to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance**. Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.

9. **District's Evaluation of Consultant**. The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.

10. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

12. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

13. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District	Consultant
Pacific Grove Unified School District	Name: Apolinario Vivit Musical Instrument Repairs
435 Hillcrest Avenue	Address: 707 Pajaro
Pacific Grove, CA 93950	City/State/Zip: Salinas, CA
ATTENTION: Joshua Jorn	Business Phone: 805-801-9054
Assistant Superintendent/CBO	Email (Optional): [Company E-mail]

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

15. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.

16. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

17. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

20. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.

22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:

    ☐DOJ Clearance Previously Received by District
    ☐Fingerprinting done by the organization independently (declare under perjury)-Consultant's Employee(s)
    ☒No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:
    ☒W-9 Form

24. **Type of Business Entity:**
    ☐Corporation, State
    ☒Individual
    ☐Partnership
    ☐Limited Liability Company
    ☐Sole Proprietorship
    ☐Limited Partnership
    ☐Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of $600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District
Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Signature: _____

Name: Sean Roach

Title: PGMS Principal

Date: __3/24/2023_

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Name: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

☐Contracted work was not assigned using District's normal employment recruitment process.
Signature _____Date _____
Director of Human Resources

☒Student Learning and Achievement
☐Health and Safety of Students and Schools
☐Credibility and Communication
☐Fiscal Solvency, Accountability and Integrity

☒Consent
☐Action/Discussion
☐Information/Discussion
☐Public Hearing

SUBJECT: Contract for Services with Ellsworth Gregory Piano at Pacific Grove Middle School for 2023-24

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Sean Roach, Pacific Grove Middle School Principal

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RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Ellsworth Gregory Piano at Pacific Grove Middle School for 2023-24.

BACKGROUND:

This is a recurring service.

INFORMATION:

Ellsworth Gregory Piano tuning will help to ensure that the pianos for the Music Department are in tune for the 2023-2024 school year.

FISCAL IMPACT:

This is for the 2023-2024 school year. It is budgeted and not to exceed $500 and funded through the Music Department.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT Ellsworth Gregroy Piano Tuning

SITE/DEPARTMENT PGMS Music

SUBMITTED BY Sean Roach

FUNDING SOURCE PGMS MUSIC

AGREEMENT TOTAL AMOUNT $600

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and **Ellsworth Gregroy Piano Tuning** ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;
NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a **Piano Tuner**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **Piano Tuning and Piano Repairs**.

2. **Term.** Consultant shall commence providing services under this Agreement on **07/01/2023** will diligently perform as required and complete performance by **5/1/2024**.

3. **Compensation.** District agrees to pay $600 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed $600 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.

4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.

5. **Independent Consultant**. Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

6. **Performance of Services.**
   6.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

   6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

   6.3. **Licenses**. Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.

7. **Termination**.
   7.1. **Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

   7.2. **Without Cause by Consultant**. Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

   7.3. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
      7.3.1. Material violation of this Agreement by the Consultant; or
      7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

   Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District

exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance**. Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.

9. **District's Evaluation of Consultant**. The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.

10. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

12. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

13. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District	Consultant
Pacific Grove Unified School District	Name: Ellsworth Gregroy Piano Tuning
435 Hillcrest Avenue	Address: P.O. Box 5851
Pacific Grove, CA 93950	City/State/Zip: Carmel, CA
ATTENTION: Joshua Jorn	Business Phone: 831-624-9611, 831-298-7623
Assistant Superintendent/CBO	Email (Optional): [Company E-mail]

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

15. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.

16. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

17. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

20. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.

22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:

    ☐DOJ Clearance Previously Received by District

    ☐ Fingerprinting done by the organization independently (declare under perjury)-Consultant's Employee(s)

    ☒No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:
    ☒W-9 Form

24. **Type of Business Entity:**
    ☐Corporation, State
    ☒Individual
    ☐Partnership
    ☐Limited Liability Company
    ☐Sole Proprietorship
    ☐Limited Partnership
    ☐Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of $600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District
Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Signature: _____

Name: Sean Roach

Title: PGMS Principal

Date: __3/24/2023_

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Name: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

☐Contracted work was not assigned using District's normal employment recruitment process.
Signature _____Date _____
Director of Human Resources

☒Student Learning and Achievement
☐Health and Safety of Students and Schools
☐Credibility and Communication
☐Fiscal Solvency, Accountability and Integrity

☒Consent
☐Action/Discussion
☐Information/Discussion
☐Public Hearing

SUBJECT: Contract for Services with Beem Video and Photography at Pacific Grove Middle School

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Sean Roach, Pacific Grove Middle School Principal

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RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Beem Video and Photography to film the Pacific Grove Middle School 2023 Winter and 2024 Spring Concerts.

BACKGROUND:

This is a recurring service.

INFORMATION:

Beem Video and Photography will film the PGMS Winter and Spring Concerts, edit the concert footage and create links for YouTube to be given to the students, parents and our community.

FISCAL IMPACT:

Amount of service- $800 for two concerts, contract timeframe (2023-24 school year), funding source- PGMS Music

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT Beem Video and Photography

SITE/DEPARTMENT PGMS Music

SUBMITTED BY Sean Roach

FUNDING SOURCE PGMS MUSIC

AGREEMENT TOTAL AMOUNT $800

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and **Beem Video and Photography** ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;
NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a **Videographer**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **video and editing**.

2. **Term.** Consultant shall commence providing services under this Agreement on **8/1/2023** and will diligently perform as required and complete performance by **5/1/2024**.

3. **Compensation.** District agrees to pay $800 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed $800 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

   3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.

4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.

5. **Independent Consultant**. Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

6. **Performance of Services.**
   6.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

   6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

   6.3. **Licenses**. Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.

7. **Termination**.
   7.1. **Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

   7.2. **Without Cause by Consultant**. Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

   7.3. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
      7.3.1. Material violation of this Agreement by the Consultant; or
      7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

   Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the

District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance**. Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.

9. **District's Evaluation of Consultant**. The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.

10. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

12. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

13. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District	Consultant
Pacific Grove Unified School District	Name: Beem Video and Photography
435 Hillcrest Avenue	Address: 836 2nd Street
Pacific Grove, CA 93950	City/State/Zip: Pacific Grove, CA 93950
ATTENTION: Joshua Jorn	Business Phone: 805-801-9054
Assistant Superintendent/CBO	Email (Optional): ashleybeem@yahoo.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

15. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.

16. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

17. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

20. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.

22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:

    ☐DOJ Clearance Previously Received by District

    ☐ Fingerprinting done by the organization independently (declare under perjury)-Consultant's Employee(s)

    ☒No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:
    ☒W-9 Form

24. **Type of Business Entity:**
    ☐Corporation, State
    ☐Individual
    ☐Partnership
    ☐Limited Liability Company
    ☒Sole Proprietorship
    ☐Limited Partnership
    ☐Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of $600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District
Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Signature: _____

Name: Sean Roach

Title: PGMS Principal

Date: __3/24/2023_

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Name: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

☐Contracted work was not assigned using District's normal employment recruitment process.
Signature _____Date _____
Director of Human Resources

☒Student Learning and Achievement
☐Health and Safety of Students and Schools
☐Credibility and Communication
☐Fiscal Solvency, Accountability and Integrity

☒Consent
☐Action/Discussion
☐Information/Discussion
☐Public Hearing

SUBJECT: Contract for Services with Stotz Music at Pacific Grove Middle School for 2023-24

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Sean Roach, Pacific Grove Middle School Principal

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RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Stotz Music at Pacific Grove Middle School for 2023-24.

BACKGROUND:

This is a recurring service.

INFORMATION:

Stotz Music will help to ensure that the instruments for the Music Department are in tune for the 2023-2024 school year.

FISCAL IMPACT:

This is for the 2023-2024 school year. It is budgeted and not to exceed $500 and funded through the Music Department.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT Stotz Music

SITE/DEPARTMENT PGMS Music

SUBMITTED BY Sean Roach

FUNDING SOURCE PGMS MUSIC

AGREEMENT TOTAL AMOUNT $500

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and **Stotz Music** ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;
NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a **repair person**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **repairs**.

2. **Term.** Consultant shall commence providing services under this Agreement on **7/1/2023** and will diligently perform as required and complete performance by **6/1/2024**.

3. **Compensation.** District agrees to pay $500 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed $500 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

   3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.

4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.

5. **Independent Consultant**. Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

6. **Performance of Services.**
   6.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

   6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

   6.3. **Licenses**. Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.

7. **Termination**.
   7.1. **Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

   7.2. **Without Cause by Consultant**. Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

   7.3. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
      7.3.1. Material violation of this Agreement by the Consultant; or
      7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

   Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the

District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance**. Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.

9. **District's Evaluation of Consultant**. The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.

10. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

12. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

13. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District	Consultant
Pacific Grove Unified School District	Name: Stotz Music
435 Hillcrest Avenue	Address: 1233 Funston Ave
Pacific Grove, CA 93950	City/State/Zip: Pacific Grove, CA 93950
ATTENTION: Joshua Jorn	Business Phone: 831-375-9718
Assistant Superintendent/CBO	Email (Optional): stotzmusic@gmail.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

15. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.

16. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

17. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

20. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.

22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:

    ☐DOJ Clearance Previously Received by District

    ☐ Fingerprinting done by the organization independently (declare under perjury)-Consultant's Employee(s)

    ☒No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:
    ☒W-9 Form

24. **Type of Business Entity:**
    ☐Corporation, State
    ☒Individual
    ☐Partnership
    ☐Limited Liability Company
    ☐Sole Proprietorship
    ☐Limited Partnership
    ☐Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of $600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District
Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Signature: _____

Name: Sean Roach

Title: PGMS Principal

Date: __3/24/2023_

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Name: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

☐Contracted work was not assigned using District's normal employment recruitment process.
Signature _____Date _____
Director of Human Resources

☐Student Learning and Achievement
☐Health and Safety of Students and Schools
☒Credibility and Communication
☐Fiscal Solvency, Accountability and Integrity

☒Consent
☐Action/Discussion
☐Information/Discussion
☐Public Hearing

SUBJECT: Contract for Services with Casey Printing Inc. at Pacific Grove Adult Education for 2023-24

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Barbara Martinez, Pacific Grove Adult School Principal

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RECOMMENDATION:

The District Administration recommends that the Board review and approve the contract for serviced with Casey Printing, Inc. at Pacific Grove Adult Education for 2023-2024 brochures.

BACKGROUND:

Each quarter Pacific Grove Adult School distributes brochures throughout Pacific Grove and the surrounding communities of Monterey, Carmel, and Seaside with information on upcoming class offerings. The Adult School mails brochures four times yearly: fall, winter, spring, and summer sessions.

The "booklet style" brochure will be mailed out and reach approximately 31,750 addresses. This brochure format provides the school's brochure production team with the flexibility to design and add new content without impacting production costs. The brochure format also provides community members with clear and concise information that is easy to read.

INFORMATION:

Casey Printing, Inc. will provide print and delivery for four (4) brochure sessions: Summer '23, Fall '23, Winter '24, and Summer '24.

The school received quotes (3 in total) from FedEx, Wesco Graphics as well as Casey Printing. Casey Printing's quote was the lowest among the three companies.

FISCAL IMPACT:

The fiscal impact to Fund 11 is approximately $22,800. This item has been previously budgeted from Fund 11 and will be budgeted from fund 11 for the 2023-2024 school year

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT **Casey Printing, Inc.**

SITE/DEPARTMENT **Pacific Grove Adult Education**

SUBMITTED BY **Barbara Martinez**

FUNDING SOURCE **11-6391-0-4110-2700-5800-00-008-7200-0000**

AGREEMENT TOTAL AMOUNT **$24,000**

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and **Casey Printing, Inc.** ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;
NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a **Printer**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **Adult School Brochure Printing 2023-2024**.

2. **Term.** Consultant shall commence providing services under this Agreement on **7/1/2023** and will diligently perform as required and complete performance by **6/30/2024**.

3. **Compensation.** District agrees to pay $24,000 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed $24,000 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

   3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.

4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.

5. **Independent Consultant**. Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

6. **Performance of Services.**
   6.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

   6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

   6.3. **Licenses**. Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.

7. **Termination**.
   7.1. **Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

   7.2. **Without Cause by Consultant**. Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

   7.3. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
      7.3.1. Material violation of this Agreement by the Consultant; or
      7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

   Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance**. Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.

9. **District's Evaluation of Consultant**. The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.

10. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

12. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

13. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District	**Consultant**
Pacific Grove Unified School District	Name: Casey Printing, Inc.

435 Hillcrest Avenue	Address: 398 E. San Antonio Drive
Pacific Grove, CA 93950	City/State/Zip: King City, CA 93930
ATTENTION: Joshua Jorn	Business Phone: 831-385-3222
Assistant Superintendent/CBO	Email (Optional): epozzi@caseyprinting.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

15. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.

16. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

17. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

20. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.

22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:

    ☐DOJ Clearance Previously Received by District
    ☐Fingerprinting/Criminal Background Check (include attached Self Attestation Exhibit A)
    ☒No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:

    ☒W-9 Form

24. **Type of Business Entity:**

☒Corporation, State
☐Individual
☐Partnership
☐Limited Liability Company
☐Sole Proprietorship
☐Limited Partnership
☐Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of $600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District
Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Signature: _____

Name: Barbara Martinez

_____

Title: [Title]

Date: _____

Consultant
(Can sign BEFORE Board's approval)

DocuSigned by:
Signature: Erinn Pozzi
E267E4CB93454D7...

Name:

Date: 3/24/2023

Human Resources
(Signed AFTER Board approval)

☐Contracted work was not assigned using District's normal employment recruitment process.
Signature _____Date _____
Director of Human Resources

Exhibit A

Self Attestation of Completion of DOJ/FBI Criminal Background Check

This document is a self attestation and will confirm that the background check for Casey Printing, Inc. ("Attestor") was completed by _____(Background Verification Entity), on _____, 2023.

Such background investigation report is satisfactory in that it:

☐ Does not reveal any criminal activity;

☐ Confirms the individual is not listed as a sexual offender through a search of state and federal sexual offender registries;

☐ Confirms that no other aspect of the investigation required by the District reveals information of concern

Self Attestation:

I, Casey Printing, Inc. ("Attestor") state under penalty of perjury under the laws of the United States of America that the information I have provided is true and correct.

Attestor agrees to defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, holding harmless such parties which relate to or are based upon the background investigation for the above-named Background Verification Entity undertaken by Attestor and any alleged negligence, willful misconduct or misrepresentation with respect to this Attestation.

By signing this form, you acknowledge that you accept the terms of this Attestation.

ATTESTOR: _____

BY (SIGNATURE): _____

NAME (Attestor): _____

TITLE (Attestor): _____

Date: _____

☒Student Learning and Achievement
☐Health and Safety of Students and Schools
☐Credibility and Communication
☐Fiscal Solvency, Accountability and Integrity

☒Consent
☐Action/Discussion
☐Information/Discussion
☐Public Hearing

SUBJECT: 2023-24 Monterey Peninsula College (MPC) and Pacific Grove Unified School District (PGUSD) College and Career Access Pathways Partnership Agreement (CCAP)

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Shane Steinback, Pacific Grove High School Assistant Principal and CTE Coordinator

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RECOMMENDATION:

The Administration recommends that the Board approve the 2023-24 College and Career Access Pathways Partnership Agreement (CCAP) between Monterey Peninsula Community College District (MPCCD) and Pacific Grove Unified School District (PGUSD).

BACKGROUND:

The CCAP Agreement is an annual consent item. The CCAP was passed by MPC's Board of Trustees on March 23, 2023.

California Assembly Bill 288 (AB 288) established the College and Career Access Pathways Act to authorize California Community College districts to enter into formal partnership agreements with local school districts to expand access to dual enrollment opportunities for high school students. The partnership agreement outlines the terms such as the schedule of eligible courses that can be offered, thresholds for the academic readiness of pupils, protocols for sharing and joint facilities use, language pertaining to reimbursement, and requirements of instructors.

The California College and Career Indicator (CCI) includes dual enrollment and CTE pathways within the eight factors for prepared high school graduates that are considered College and Career Ready.

INFORMATION:

Pacific Grove High School will potentially be offering up to 17 dual enrolled CTE courses (courses must have 15+ students enrolled in each course to run) during the 2023-24 school year in our Culinary, Computer Science, Engineering Design, and Photography pathways. These dual enrolled classes are semester long courses and will be free of charge to PGHS students and will earn them college and career readiness acknowledgement by the State. These dual enrollment opportunities will allow students to earn college credit without a high-stakes test.

FISCAL IMPACT:

Positive fiscal impact in the form of MPC Reimbursement of an estimated $6,000 - $12,000.

COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2023-2024

This College and Career Access Pathways Partnership Agreement ("CCAP Agreement") is between the Monterey Peninsula Community College District ("MPCCD"), on behalf of Monterey Peninsula College ("COLLEGE"), 980 Fremont Street, Monterey, CA 93940, and Pacific Grove Unified School District hereinafter known as "SCHOOL DISTRICT." MPCCD and SCHOOL DISTRICT may collectively be referred to herein as the "Parties" or individually as "Party."

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the MPCCD; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, SCHOOL DISTRICT is a public school district serving grades 7-12 located in Monterey County and within the regional service area of MPCCD, unless otherwise specified and agreed to as specified in Education Code section 76004, subd. (e); and

WHEREAS, MPCCD and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of Education Code section 76004, for high school students "who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school . . . to community college for career technical education or preparation for transfer, improving high school graduation rates, [and assisting] high school pupils to achieve college and career readiness" and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." (Ed. Code, § 76004, subd. (a); Assembly Bill 288 (2015) § 1, subd. (d)); and

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor's Office and COLLEGE.

NOW THEREFORE, MPCCD and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

1.1 The term of this CCAP Agreement shall be good for one year beginning on July 1, 2023 and ending on June 30, 2024, and is set to auto renewal each year on July 1, unless otherwise terminated in accordance with Section 20 of this CCAP Agreement.

1.2 This CCAP Agreement outlines the terms of the agreement between the Parties. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the COLLEGE for those students; the scope, nature, time, location, and listing of COLLEGE courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for SCHOOL DISTRICT pupils to enroll in COLLEGE courses. Sec. 2 (c)(1)

1.3 The CCAP Agreement Appendix shall identify a point of contact for the COLLEGE and SCHOOL DISTRICT. (Ed. Code, § 76004, subd. (c)(2).)

1.4 A copy of this CCAP Agreement shall be filed with the Office of the Chancellor of the California Community Colleges and with the California Department of Education before the start of the CCAP partnership. (Ed. Code, § 76004, subd. (c)(3).)

1.5 COLLEGE and SCHOOL DISTRICT shall each present, take comments from the public on, and approve or disapprove this CCAP Agreement at an open public meeting. (Ed. Code, § 76004, subd. (b)(2).)

2. DEFINITIONS

2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement Shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. (Ed. Code, § 76004, subd. (a).) All COLLEGE courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of MPCCD and applicable law.

2.2 Pupil or Student - A resident or nonresident student attending high school in California. SCHOOL DISTRICT pupils enrolled in a course offered through this CCAP partnership shall not be assessed any fee that is prohibited by Education Code section 49011. (Ed. Code, § 76004, subd. (f).)

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

3.1 Student Eligibility - SCHOOL DISTRICT students who "may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school . . . to community college for career technical education or preparation for transfer, improving high school graduation rates, [and assisting] high school pupils to achieve college and career readiness" and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." (Ed. Code, § 76004, subd. (a); Assembly Bill 288 (2015) Sec. 1, subd. (d).)

3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by the COLLEGE and shall be in compliance with applicable law and MPCCD standards and policies.

3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement ("Participating Students") shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and MPCCD policy.

3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the CCAP Agreement Appendix.

3.5 Priority Enrollment - COLLEGE may assign priority course registration to a pupil seeking to enroll in a COLLEGE course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Education Code section

11300 and consistent with middle college high school provisions in Education Code section 76001. (Ed. Code, § 76004, subd. (g)(1).)

3.6 COLLEGE shall not provide physical education course opportunities to SCHOOL DISTRICT students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. (Ed. Code, § 76004, subd. (d).)

3.7 Students participating in CCAP Agreement Courses may enroll in up to a maximum of 15 units per term per conditions specified in Education Code section 76004(p) ("Special Part-Time Students"). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of this CCAP Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.

3.8 Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating in CCAP Agreement Courses no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code sections 46141 and 46142.

4. COLLEGE APPLICATION PROCEDURE

4.1 The COLLEGE will be responsible for processing student applications.

4.2 The COLLEGE will provide the necessary admission and registration forms and procedures; and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.

4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.

4.4 COLLEGE admission and registration requires that each Participating Student has completed the COLLEGE enrollment application process.

5. PARTICIPATING STUDENTS

5.1 A SCHOOL DISTRICT student enrolled in CCAP Agreement Courses shall not be assessed any fee that is prohibited by Education Code sections 49011. (Ed. Code, § 76004, subd. (f).) MPCCD shall exempt Special Part-Time Students participating in CCAP Agreement Courses from the fee requirements in Education Code sections 76060.5, 76223, 76300, 76350, and 79121. (Ed. Code, § 76004, subd. (q).)

5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the CCAP Agreement Appendix. Costs will be borne by SCHOOL DISTRICT.

5.3 Participating Students must meet all MPCCD prerequisite requirements as established by the MPCCD and stated in the COLLEGE catalog before enrolling in a course offered as part of this CCAP Agreement.

5.4 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the COLLEGE catalog.

5.5 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.

5.6 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the SCHOOL DISTRICT. COLLEGE shall ensure that student support services, including admissions and records, counseling and guidance, assistance with assessment and placement, and tutoring are available to Participating Students at the COLLEGE. SCHOOL DISTRICT shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the SCHOOL DISTRICT.

5.7 The SCHOOL DISTRICT and MPCCD hereby represent and warrant that they will satisfy their respective obligations pursuant to state and federal law regarding students with disabilities who enroll in CCAP Agreement Courses.

5.8 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COLLEGE credit. Students must comply with, and

submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to COLLEGE policy.

5.9 A course dropped within the MPCCD drop "without a W" deadline will not appear on the SCHOOL DISTRICT or the COLLEGE transcript.

6. CCAP AGREEMENT COURSES

6.1 COLLEGE may limit enrollment in a COLLEGE course solely to eligible SCHOOL DISTRICT students if the course is offered at a SCHOOL DISTRICT campus during the regular school day and the COLLEGE course is offered pursuant to this CCAP Agreement. (Ed. Code, § 76004, subd. (o)(1).)

6.2 Courses offered as part of this CCAP Agreement at the COLLEGE may not limit enrollment in the courses solely to SCHOOL DISTRICT students. (Ed. Code, § 76004, subd. (o)(1).)

6.3 The COLLEGE is responsible for all courses and educational programs offered as part of this CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.

6.4 The scope, nature, time, location, and listing of courses offered by COLLEGE shall first be determined by COLLEGE with the approval of the Governing Board and will be recorded in the CCAP Agreement Appendix. (Ed. Code, § 76004, subd. (c)(1).)

6.5 Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved by the Parties.

6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on the COLLEGE campus and shall be in compliance with MPCCD academic standards.

6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.

6.8 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.

6.9 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructors shall be part of an approved Instructional Service Agreement to be developed in agreement between the COLLEGE and the SCHOOL DISTRICT as required by MPCCD Business Procedures.

6.10 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to MPCCD as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the COLLEGE regulations, policies, procedures, prerequisites, and standards, shall prevail.

6.11 Site visits and instructor evaluations by one or more representatives of the COLLEGE and/or MPCCD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with MPCCD academic standards. The site visits and instructor evaluation process for any instructor who is also an employee of the SCHOOL DISTRICT will be determined and detailed in an Instructional Service Agreement to be developed in agreement between the COLLEGE and the SCHOOL DISTRICT.

6.12 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with MPCCD and COLLEGE guidelines, policies, pertinent statutes and regulations.

6.13 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with MPCCD guidelines, policies, pertinent statutes, and regulations.

6.14 COLLEGE has the sole right to control and direct the instructional activities of all instructors teaching COLLEGE courses, including those who are SCHOOL DISTRICT employees.

6.15 Degree and Certificate programs that are included in this CCAP Agreement must have been approved by the California Community College Chancellor's Office and courses that make up the programs must be part of the approved programs.

6.16 COLLEGE and SCHOOL DISTRICT will collaborate to identify tools and resources (ex. rubrics) that will allow SCHOOL DISTRICT to provide

instructional support and preparation that will allow students to meet college level requirements for COLLEGE courses.

6.17 To the extent that the Parties offer career technical education pathways pursuant to this CCAP Agreement, COLLEGE and SCHOOL DISTRICT shall consult with, and consider the input of, the appropriate local workforce development board to determine the extent to which the pathways are aligned with regional and statewide employment needs. The COLLEGE and SCHOOL DISTRICT governing boards shall have final decision-making authority regarding the career technical education pathways to be provided pursuant to this CCAP Agreement. (Ed. Code, § 76004, subd. (b)(1).)

6.18 Any remedial course taught by COLLEGE instructors at a SCHOOL DISTRICT campus shall be offered only to SCHOOL DISTRICT pupils who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as determined by the SCHOOL DISTRICT, and shall involve a collaborative effort between COLLEGE and SCHOOL DISTRICT instructors to deliver an innovative remediation course as an intervention in the pupil's junior or senior year to ensure the pupil is prepared for college-level work upon graduation. (Ed. Code, § 76004, subd. (n).)

7. INSTRUCTORS

7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 of the California Code of Regulations, Sections 53410 and 58060 or as amended.

7.2 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. (Ed. Code, § 76004, subd. (m)(1).)

7.3 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. (Ed. Code, § 76004, subd. (m)(2).)

7.4 COLLEGE and SCHOOL DISTRICT must individually designate an employee to coordinate efforts to comply with and carry out each entity's responsibilities under Title IX of the Education Amendments of 1972. Upon receipt of a complaint, arising from this CCAP Agreement alleging harassment, discrimination or any other violation of law, including but not limited to Title IX, the designated employee from the entity receiving the complaint shall inform and provide a copy of such complaint to the designated employee from

the other entity. The designated employees from the COLLEGE and SCHOOL DISTRICT shall review the facts giving rise to the complaint and determine which entity will take the lead on investigating, managing and resolving such a complaint. Neither COLLEGE nor SCHOOL DISTRICT may abandon or assign their obligations under the law, including Title IX.

7.5 Instructors who teach COLLEGE courses offered as part of this CCAP agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.

7.6 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Education Code section 45125 and/or Education Code section 87013 as amended and the tuberculosis testing and risk assessment requirements of Health and Safety Code section 121525 and/or Education Code section 87408.6 as amended. In addition to any other prohibition or provision, no person known to have been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site. Instructors shall be employed in accordance with Education Code section 87405, et seq. when the COLLEGE is designated the employer of record.

7.7 COLLEGE and SCHOOL DISTRICT instructors will complete all mandatory training regarding the CCAP Agreement Courses as required by the employer of record.

7.8 Prior to teaching, instructors provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures, record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.

7.9 Prior to teaching, instructors provided by the COLLEGE shall receive training and orientation from SCHOOL DISTRICT regarding, but not limited to, SCHOOL DISTRICT policies, practices and requirements. Said training shall be approved by and provided by the SCHOOL DISTRICT.

7.10 Instructors provided by the SCHOOL DISTRICT are eligible to participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of this CCAP Agreement and shall be encouraged to participate in ongoing collegial interaction to include, but not be

limited to, addressing course content, course delivery, assessment, evaluation, and/or research and development in the field. Adjunct instructors are not required to participate in these activities; however, they are encouraged to participate.

7.11 Performance of instructors employed by the COLLEGE shall be evaluated by the COLLEGE using the existing procedures as outlined in Article 14 – Evaluation of the Agreement between Monterey Peninsula Community College District (MPCCD) and Monterey Peninsula College Teachers Association (MPCTA). In cases where an instructor is employed by the SCHOOL DISTRICT to teach courses pursuant to this CCAP Agreement, the performance expectations and evaluation process will be detailed in an Instructional Service Agreement to be developed between the COLLEGE and SCHOOL DISTRICT. The Agreement between MPCCD and the Monterey Peninsula College Teachers Association is available at http://www.mpc.edu/home/showdocument?id=5521.

7.12 The COLLEGE may select instructors from the SCHOOL DISTRICT to be instructors of record for certain COLLEGE courses offered as CCAP Agreement Courses. SCHOOL DISTRICT instructors who are selected by the COLLEGE may remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of MPCCD specifically with regard to their duties as instructors of record for the COLLEGE course.

7.13 The COLLEGE shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction, subject to approval by MPCCD.

8. ADDITIONAL PERSONNEL AND VOLUNTEERS

8.1 COLLEGE and SCHOOL DISTRICT must individually designate an employee to coordinate efforts to comply with and carry out each entity's responsibilities under Title IX of the Education Amendments of 1972. Upon receipt of a complaint, arising from this CCAP Agreement, alleging harassment, discrimination or any other violation of law, including but not limited to Title IX, the designated employee from the entity receiving the complaint shall inform and provide a copy of such complaint to the designated employee from the other entity. The designated employees from the COLLEGE and SCHOOL DISTRICT shall review the facts giving rise to the complaint and determine which entity will take the lead on investigating, managing and resolving such complaint. Neither COLLEGE nor SCHOOL DISTRICT may abandon or assign their obligations under the law, including Title IX.

8.2 COLLEGE and SCHOOL DISTRICT employees, excluding instructors ("Personnel") (including tutors and volunteers working with students shall comply with the fingerprinting requirements set forth in Education Code section 45125 or as amended and the tuberculosis testing and risk assessment requirements of Health and Safety Code section 121525 or as amended. In addition to any other prohibition or provision, no person known to have been convicted of a violent or serious felony shall be eligible to provide services on a SCHOOL DISTRICT site offered as part of this CCAP Agreement.

8.3 COLLEGE and SCHOOL DISTRICT Personnel and volunteers will complete mandatory training as required by the employer of record.

9. ASSESSMENT OF LEARNING AND CONDUCT

9.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.

9.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.

9.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.

9.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

10. LIAISON AND COORDINATION OF RESPONSIBILITIES

10.1 The COLLEGE shall appoint an educational administrator, to be specified in the CCAP Agreement Appendix, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with MPCCD policies and standards. (Ed. Code, § 76004, subd. (c)(2).)

10.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. (Ed. Code, § 76004, subd. (c)(2).)

10.3 The COLLEGE will provide SCHOOL DISTRICT Personnel, instructors, and volunteers with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities and compliance with MPCCD policy and COLLEGE procedures and academic standards.

10.4 The SCHOOL DISTRICT shall provide Personnel and/or volunteers to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students and other related services as deemed necessary to achieve the purposes of this CCAP Agreement.

10.5 The SCHOOL DISTRICT's employees will perform services specified in Section 10.4 of this CCAP Agreement as part of their regular assignment. SCHOOL DISTRICT employees performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses.

10.6 This CCAP Agreement requires an annual report as specified in the CCAP Agreement Appendix, to be submitted to the Office of the Chancellor of the California Community Colleges by COLLEGE and SCHOOL DISTRICT that includes all of the following information:

(a) The total number of SCHOOL DISTRICT students by school site enrolled in CCAP Agreement Courses, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. (Ed. Code, § 76004, subd. (t)(1)(A).)

(b) The total number of COLLEGE courses by course category and type and by school site enrolled in by Participating Students. (Ed. Code, § 76004, subd. (t)(1)(B).)

(c) The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. (Ed. Code, § 76004, subd. (t)(1)(C).)

(d) The total number of full-time equivalent students generated by CCAP partnership MPCCD participants. (Ed. Code, § 76004, subd. (t)(1)(D).)

(e) The total number of full-time equivalent MPCCD students served online pursuant to this CCAP partnership. (Ed. Code, § 76004, subd. (t)(1)(E).)

11. APPORTIONMENT

11.1 MPCCD shall include the students enrolled in a CCAP Agreement Course in its report of full-time equivalent students ("FTES") for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.

11.2 For purposes of allowances and apportionments from Section B of the State School Fund, if MPCCD conducts a closed course on a SCHOOL DISTRICT campus, MPCCD shall be credited with those units of full-time equivalent students attributable to the attendance of eligible SCHOOL DISTRICT pupils. (Ed. Code, § 76004, subd. (o)(2).)

11.3 MPCCD shall not receive a state allowance or apportionment for an instructional activity for which the partnering SCHOOL DISTRICT has been, or shall be, paid an allowance or apportionment. (Ed. Code, § 76004, subd. (r).)

11.4 The attendance of a SCHOOL DISTRICT pupil at the COLLEGE as a Participating Student is authorized attendance for which the COLLEGE shall be credited or reimbursed pursuant to Education Code section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. (Ed. Code, § 76004, subd. (s)(1).)

12. CERTIFICATIONS

12.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.

12.2 MPCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.

12.3 The SCHOOL DISTRICT agrees and acknowledges that MPCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in COLLEGE course(s) under this CCAP Agreement.

12.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Education Code section 87010 or as amended, or any controlled substance offense as defined in Education Code section 87011 or as amended. (Ed. Code, § 76004, subd. (h).)

12.5 This CCAP Agreement certifies that any COLLEGE instructor teaching a course at a SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing SCHOOL DISTRICT teacher teaching the same course on that campus. (Ed. Code, § 76004, subd. (i).)

12.6 This CCAP Agreement certifies that a qualified SCHOOL DISTRICT instructor teaching a course offered for college credit at a SCHOOL DISTRICT campus has not displaced or resulted in the termination of an existing COLLEGE instructor teaching the same course at the COLLEGE's campus. (Ed. Code, § 76004, subd. (j).)

12.7 The COLLEGE certifies that:

(a) A COLLEGE course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the COLLEGE. (Ed. Code, § 76004, subd. (k)(1).)

(b) A COLLEGE course that is oversubscribed or has a waiting list shall not be offered or included in this CCAP Agreement. (Ed. Code, § 76004, subd. (k)(2).)

(c) The CCAP Agreement is consistent with the core mission of the COLLEGE pursuant to Education Code section 66010.4, and that students participating in this CCAP Agreement will not lead to displacement of otherwise eligible adults at the COLLEGE. (Ed. Code, § 76004, subd. (k)(3).)

12.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE will comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the instructor teaching a CCAP Agreement Course offered for high school credit. (Ed. Code, § 76004, subd. (l).)

13. PROGRAM IMPROVEMENT

13.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

14. RECORDS

14.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in CCAP Agreement Courses. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.

14.2 Each Party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each Party may review and obtain a copy of the other Party's pertinent records subject to federal and state privacy statutes.

15. REIMBURSEMENT

15.1 Upon approval of the CCAP Agreement by both the COLLEGE's and SCHOOL DISTRICT's governing boards, the COLLEGE and SCHOOL DISTRICT will develop and execute an Instructional Service Agreement to, among other items, formalize staff teaching assignments and reimbursement schedules.

16. FACILITIES

16.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct instruction pursuant to this CCAP Agreement and do so without charge to MPCCD or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.

16.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The Parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL

DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code section 49011.

16.3 The COLLEGE facilities may be used subject to mutual agreement by the Parties as set forth in the CCAP Agreement Appendix.

17. INDEMNIFICATION

17.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and MPCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this CCAP Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.

17.2 The MPCCD agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of MPCCD and COLLEGE'S performance of this CCAP Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the MPCCD and COLLEGE and their officers, employees, independent contractors, subcontractors, agents and other representatives.

18. INSURANCE

18.1 The SCHOOL DISTRICT, in order to protect the MPCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP Agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS ($1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS ($100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of

insurance, insurance coverage through a public entity risk management JPA, or program of self-insurance shall expressly name the COLLEGE and MPCCD, its agents, employees and officers as an additional insured for the purposes of this CCAP Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE and to MPCCD.

18.2 MPCCD, in order to protect the SCHOOL DISTRICT, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this CCAP Agreement, shall secure and maintain in force during the entire term of this CCAP Agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS ($1,000,000) per incident and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS ($100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the State of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the SCHOOL DISTRICT, its agents, employees and officers as an additional insured for the purposes of this CCAP Agreement. A certificate of insurance including such endorsement shall be furnished to the SCHOOL DISTRICT.

18.3 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its employees who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT employees made in connection with performing services and receiving instruction under this CCAP Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COLLEGE and MPCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT employees connected with providing services under this CCAP Agreement. SCHOOL DISTRICT is not responsible for non-SCHOOL DISTRICT employees who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

19. NON-DISCRIMINATION

19.1 Neither the SCHOOL DISTRICT nor the COLLEGE and MPCCD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

20. TERMINATION

20.1 Either Party may terminate this CCAP Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following Fall semester and by September 1 for the following Spring semester. Written notice of termination of this CCAP Agreement shall be addressed to the responsible person listed in Section 21 below.

21. NOTICES

21.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

MPCCD/COLLEGE
Monterey Peninsula College
980 Fremont Street
Monterey, CA 93940
Attn: Laurence E. Walker, Vice President of Student Services

SCHOOL DISTRICT
Pacific Grove Unified School District
435 Hillcrest Ave.
Pacific Grove, CA 93950
Attn: Shane Steinback, Pacific Grove High School Assistant Principal

22. INTEGRATION

22.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this CCAP Agreement.

23. MODIFICATION AND AMENDMENT

23.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

24. GOVERNING LAWS

24.1 This CCAP Agreement shall be interpreted according to the laws of the State of California.

25. COMMUNITY COLLEGE DISTRICT BOUNDARIES

25.1 For locations outside the geographical boundaries of MPCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000, et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

26. SEVERABILITY

26.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

27. COUNTERPARTS

27.1 This CCAP Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on: _____

Executed on: 3/30/2023

_____

By SCHOOL DISTRICT

Mark J. Zacovic

By COMMUNITY COLLEGE DISTRICT

APPENDIX

COLLEGE AND CAREER ACCESS PATHWAYS ("CCAP")
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the College and Career Access Pathways Partnership Agreement ("CCAP Agreement") is between the Monterey Peninsula Community College District ("MPCCD") on behalf of Monterey Peninsula College ("COLLEGE"), 980 Fremont Street, Monterey, CA 93940 and Pacific Grove Unified School District ("SCHOOL DISTRICT"); and

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using this CCAP Agreement Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of SCHOOL DISTRICT students to be served and the total number of full-time equivalent students projected to be claimed by MPCCD for those students; the scope, nature, time, location, and listing of COLLEGE courses to be offered; and criteria to assess the ability of pupils to benefit from those courses (Ed. Code, § 76004, subd. (c)(1)); and

WHEREAS, this CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for SCHOOL DISTRICT pupils to enroll in COLLEGE courses (Ed. Code, § 76004, subd. (c)(1)); and

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Education Code section 66010.4, and that pupils participating in this CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the COLLEGE (Ed. Code, § 76004, subd. (k)(3)).

NOW THEREFORE, MPCCD and SCHOOL DISTRICT agree as follows:

1. CCAP AGREEMENT

a. COLLEGE and SCHOOL DISTRICT shall each hold one public (adoption) meeting to review and approve this CCAP Agreement and shall receive public comment regarding this CCAP Agreement at such meetings. (Ed. Code, § 76004, subd. (b)(2).)

b. COLLEGE shall file this CCAP Agreement with the office of the Chancellor of the California Community Colleges and the California Department of Education prior to the start of the CCAP partnership. (Ed. Code, § 76004, subd. (c)(3).)

c. COLLEGE and SCHOOL DISTRICT shall review and establish new or amended CCAP Agreements annually on or before **June 30** of each year and follow the protocols set forth in (a) and (b) of this section with respect to each new or amended CCAP Agreement.

d. MPCCD, COLLEGE and SCHOOL DISTRICT points of contact (Ed. Code, § 76004, subd. (c)(2)):

LOCATION	NAME	TELEPHONE	EMAIL
MPCCD/COLLEGE:	Laurence E. Walker, Vice-President of Student Services	(831) 646-4191	lwalker@mpc.edu
SCHOOL DISTRICT:	Shane Steinback, Pacific Grove High School Assistant Principal	(831) 646-6590 ext. 274	steinback@pgusd.org

2. STUDENT SELECTION

a. Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of this CCAP Agreement ("Participating Students") no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code sections 46141 and 46142. In all circumstances the COLLEGE shall claim allowable FTES for the enrollment of SCHOOL DISTRICT students in a CCAP Agreement COLLEGE course.

b. SCHOOL DISTRICT shall select students consistent with the intent of Assembly Bill 288 to include: high school students "who may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school . . . to community college for career technical education or preparation for transfer, improving high school graduation rates, [and assisting] high school pupils to achieve college and career readiness") and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." (Ed. Code, § 76004, subd. (a); Assembly Bill 288 (2015) § 1, subd. (d).)

c. COLLEGE and SCHOOL DISTRICT shall certify that SCHOOL DISTRICT Participating Students will have a signed parental consent form on file with the COLLEGE. (Ed. Code, § 76004, subd. (c)(1).) SCHOOL DISTRICT students will only be required to submit one parental consent form for the duration of each student's participation in this CCAP partnership.

d. COLLEGE and SCHOOL DISTRICT shall certify that certain students ("Special Part-Time Students") may enroll in up to a maximum of 15 units per term pursuant to this CCAP Agreement, the units may not constitute more than four COLLEGE courses per term, the units are part of an academic (educational) program identified as part of this CCAP Agreement and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential. (Ed. Code, § 76004, subd. (p).)

3. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

a. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

4. CCAP AGREEMENT PROGRAM YEAR FALL 2023 - COLLEGE has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2023-2024 COLLEGE: Monterey Peninsula College SCHOOL DISTRICT: PGUSD

A.1 HIGH SCHOOL: Pacific GroveHigh School **EDUCATIONAL PROGRAM: Photography**

TOTAL NUMBER OF STUDENTS TO BE SERVED: 30	TOTAL PROJECTED FTES: 3

COURSE NAME	COURSE NUMBER	UNITS	TERM	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
DIGITAL PHOTOGRAPHY I	ARTP 12A	3	Spring	HS Staff	[] CC [X] HS	□ CC [X] HS
PHOTO I: BLACK AND WHITE	ARTP 11A	3	Fall/Spring	HS Staff	[] CC [X] HS	□ CC [X] HS
INTRO. TO PHOTOGRAPHY	ARTP 10	3	Fall	HS Staff	[] CC [X] HS	□ CC [X] HS

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered *(Sec. 2 (c)(1):*

In consultation with their SCHOOL DISTRICT counselors, students self-select a pathway based on their academic readiness and alignment of course content to students' educational and career goals. The goal is that students who choose to do so can graduate from high school having earned Certificate of Training, be eligible to enter the workforce in their selected career pathway, and/or be well on their way toward completion of an Associate Degree. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses to align with high school pathways and college programs of study and for the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

A. 2 BOOKS AND INSTRUCTIONAL MATERIALS - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
Digital Photography	To be determined	TBD		
Photography I: Black and White	To be determined	TBD		
INTRO. TO PHOTOGRAPHY	To be determined	TBD		

B. 1 HIGH SCHOOL: **Pacific GroveHigh School** **EDUCATIONAL PROGRAM:** **Computer Networking and Security**

TOTAL NUMBER OF STUDENTS TO BE SERVED: 40	TOTAL PROJECTED FTES: 4

COURSE NAME	COURSE NUMBER	UNITS	TERM	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
PROGRAMMNG FUND.: PYTHON	CSIS 9	3	Spring	HS Staff	□ CC [X] HS	□ CC [X] HS
PROG. METHODS I: JAVA	CSIS 10	4	Spring	HS Staff	□ CC [X] HS	□ CC [X] HS

Engineering 2: Engineering Design Graphics	ENGR 2	3	Fall	HS Staff	□ CC [X] HS	□ CC [X] HS

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered *(Sec. 2 (c)(1):*

In consultation with their SCHOOL DISTRICT counselors, students self-select a pathway based on their academic readiness and alignment of course content to students' educational and career goals. The goal is that students who choose to do so can graduate from high school having earned Certificate of Training, be eligible to enter the workforce in their selected career pathway, and/or be well on their way toward completion of an Associate Degree. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses to align with high school pathways and college programs of study and for the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

B.2 BOOKS AND INSTRUCTIONAL MATERIALS - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
CSIS 9- Programming Fundamentals - Python	How to Think Like a Computer Scientist: Interactive Edition (Using Python 3.x) Python for Informatics: Exploring Information Eloquent JavaScript A Modern Introduction to Programming	Free online $0.00		
CSIS 10A Programming Methods I ; JAVA	Think Java by Allen Downey and Introduction to Programming Using Java by David Eck	Free online		

		$0.00		
ENGR 2 Engineering Design Graphics	Check on Text			

C.1 HIGH SCHOOL: Pacific Grove High School **EDUCATIONAL PROGRAM: Hospitality**

TOTAL NUMBER OF STUDENTS TO BE SERVED: 100	TOTAL PROJECTED FTES: 10

COURSE NAME	COURSE NUMBER	UNITS	TERM	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Catering	HOSP 20	2	Spring	HS Staff	□ CC [X] HS	□ CC [X] HS
Culinary Foundations of Professional Cooking 1	HOSP 23	3	Fall	HS Staff	□ CC [X] HS	□ CC [X] HS
Bakeshop: Yeasted and Non-Yeasted Breads	HOSP 77	0.5	Fall	HS Staff	□ CC [X] HS	□ CC [X] HS
Pies and Tarts	HOSP 81	0.5	Fall	HS Staff	□ CC [X] HS	□ CC [X] HS
Bakeshop: Basic Baking Techniques	HOSP 78	1	SPRING	HS Staff	□ CC [X] HS	□ CC [X] HS
French Pastries and Restaurant Style Desserts	HOSP 83	0.5	SPRING	HS Staff	□ CC [X] HS	□ CC [X] HS

Bakeshop: Cakes, Tortes and Decorating Techniques	HOSP 82	1	SPRING	HS Staff	□ CC [X] HS	□ CC [X] HS
Work Experience	COOP 91.21	1-2	SPRING	HS Staff	□ CC [X] HS	□ CC [X] HS

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered *(Sec. 2 (c)(1)):*

In consultation with their SCHOOL DISTRICT counselors, students self-select a pathway based on their academic readiness and alignment of course content to students' educational and career goals. The goal is that students who choose to do so can graduate from high school having earned Certificate of Training, be eligible to enter the workforce in their selected career pathway, and/or be well on their way toward completion of an Associate Degree. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses to align with high school pathways and college programs of study and for the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

C. 2 BOOKS AND INSTRUCTIONAL MATERIALS - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
Catering	None			
Culinary Foundations of Professional Cooking 1	Professional Chef (Study Guide)Author: Culinary Inst of AmericaEdition: 9th ISBN: 9781118139882 Copyright Year:			

	2011 Publisher: John Wiley & Sons, Incorporated Professional Chef Author: Culinary Inst of America Edition: 9thISBN: 9780470421352Copyright Year: 2011Publisher: John Wiley & Sons, Incorporated			
Bakeshop: Yeasted and Non-Yeasted Breads	None			
Pies and Tarts	None			
Bakeshop: Basic Baking Techniques	None			
French Pastries and Restaurant Style Desserts	None			
Bakeshop: Cakes, Tortes and Decorating Techniques	None			
Work Experience	None			

D. 1 HIGH SCHOOL: Pacific Grove High School and Pacific Grove Adult School **EDUCATIONAL PROGRAM: Online Academy**

TOTAL NUMBER OF STUDENTS TO BE SERVED:	TOTAL PROJECTED FTES:

[redacted]

COURSE NAME	COURSE NUMBER	UNITS	TERM	INSTRUCTOR	EMPLOYER OF RECORD	LOCATION
Child Growth and Development	ECED 1	3	Fall/Spring	MPC Staff	[X] CC □ HS	[X] CC □ HS
Child, Family, and Community	ECED 55	3	Fall/Spring	MPC Staff	[X] CC □ HS	[X] CC □ HS
AFR.-AMER. ARTS/MUSIC	ETNC 5	3	Fall/Spring	MPC Staff	[X] CC □ HS	[X] CC □ HS
INTRO TO SOCIAL JUSTICE	ETNC 10	3	Fall/Spring	MPC Staff	[X] CC □ HS	[X] CC □ HS
Introduction to American Government and Politics	POLS 1	3	Fall/Spring	MPC Staff	[X] CC □ HS	[X] CC □ HS
COLLEGE SUCCESS	COUN 10	1	Fall/Spring	MPC Staff	[X] CC □ HS	[X] CC □ HS
Study Skills for Success	COUN 59	1	Fall/Spring	MPC Staff	[X] CC □ HS	[X] CC □ HS
Foundations of Career Choice	COUN 71	1	Fall/Spring	MPC Staff	[X] CC □ HS	[X] CC □ HS

Required: Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered *(Sec. 2 (c)(1):*

In consultation with their SCHOOL DISTRICT counselors, students self-select a pathway based on their academic readiness and alignment of course content to students' educational and career goals. The goal is that students who choose to do so can graduate from high school having earned Certificate of Training, be eligible to enter the workforce in their selected career pathway, and/or be well on their way toward completion of an Associate Degree. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses to align with high school pathways and college programs of study and for the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

D. 2 BOOKS AND INSTRUCTIONAL MATERIALS - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

COURSE NAME	TEXT	COST	OTHER INSTRUCTIONAL MATERIALS	COST
ECED 1 Child Growth and Development	Martorell, G (2013). Child,From Birth to Adolescence.New York, NY: McGraw-Hill Companies,Inc.	No cost already purchased $109		
ECED 55 Child, Family, and Community	Berns, R.M., (2016). Child, Family, School, Community Socialization and Support (10th Edition), Cengage Learning	No cost already purchased $80		
ETNC 5	1. Lift Every Voice ISBN: 9780742558120 Author: Peretti Publisher: Rowman& Littlefield Publishing			
ETNC 10	Open source			

POLS 1 Introduction to American Government and Politics	Open source provided by the instructor			
PERS 10 College Success	Open source			
PERS 59: Study Skills for Success	Open source provided by the instructor			
PERS 71: Foundations of Career Choice	Open source provided by the instructor			

5. MANDATED ANNUAL STATE REPORTING

A. COLLEGE and SCHOOL DISTRICT shall ensure accurate and timely reporting of the total number of full-time equivalent students generated by CCAP partnership MPCCD participants.

B. COLLEGE and SCHOOL DISTRICT shall report the annual total number of unduplicated high school student headcount by school site enrolled in each CCAP Agreement Course, which enrollment numbers shall be aggregated by gender and ethnicity and reconciled on or before June 30 of each year and shall be reported annually in compliance with all applicable state and federal privacy laws. The MPCCD shall annually report the student data to the Office of the Chancellor of the California Community Colleges. (Ed. Code, § 76004, subd. (t)(1)(A).)

C. COLLEGE and SCHOOL DISTRICT shall report the annual total number of COLLEGE courses by category and type and by school site enrolled in by Participating Students. (Ed. Code, § 76004, subd. (t)(1)(B).)

D. COLLEGE and SCHOOL DISTRICT shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions, by course category and type and by school site, by Participating Students (Ed. Code, § 76004, subd. (t)(1)(C).)

E. COLLEGE and SCHOOL DISTRICT shall report the annual total number of full-time equivalent students generated by this CCAP Agreement. (Ed. Code, § 76004, subd. (t)(1)(D).)

F. COLLEGE and SCHOOL DISTRICT shall report the annual total number of full-time equivalent students served online generated by MPCCD participants in this CCAP partnership. (Ed. Code, § 76004, subd. (t)(1)(E).)

G. COLLEGE and SCHOOL DISTRICT shall ensure that the point of contact for each site establishes protocols for the collection and dissemination of Participating Student data each semester within 30 days of the end of the term.

6. CCAP AGREEMENT DATA MATCH AND REPORTING

A. COLLEGE and SCHOOL DISTRICT shall implement operational protocols consistent with the collection of Participating Student data and the timely submission of the data.

B. COLLEGE shall report all program and Participating Student data to the Office of the Chancellor of the California Community Colleges.

7. PRIVACY OF STUDENT RECORDS

COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in CCAP Agreement Courses and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act ("FERPA"), as set forth in 20 U.S.C. section 1232g; Title 34, Code of Federal Regulations Part 99, including the disclosure provisions of Title 34, Code of Federal Regulations section 99.30 and state law as set forth in Education Code sections 49064 and 49076. COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agree not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b); Ed. Code, §§ 49064, 49076.)

A. **Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student** education record that they may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with their authority to access that information pursuant to federal and State law, as may be as applicable. (34 C.F.R. §§ 99.31, 99.34; Ed. Code, § 49076.)

B. Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of student education records set forth under Title 34, Code of Federal Regulations section 99.32 and under Education Code section 49064 as applicable.

C. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this CCAP Agreement, MPCCD and SCHOOL DISTRICT hereby acknowledges that they have been provided with the notice required under Title 34, Code of Federal Regulations, section 99.33(d) that they are strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

8. FACILITIES USE

A. MPCCD and SCHOOL DISTRICT shall adhere to the terms outlined in Section 16, Facilities, of this CCAP Agreement.

B. COLLEGE, as part of Section 16.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities to the SCHOOL DISTRICT:

BUILDING	CLASSROOM	DAYS	HOURS
	TBD	See days above	See days above

☐Student Learning and Achievement
☐Health and Safety of Students and Schools
☐Credibility and Communication
☒Fiscal Solvency, Accountability and Integrity

☒Consent
☐Action/Discussion
☐Information/Discussion
☐Public Hearing

SUBJECT: Contract for Services with Peninsula Messenger Service

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Peninsula Messenger Service to provide delivery service between Monterey County Office of Education and Pacific Grove Unified School District (PGUSD).

BACKGROUND:

Historically, PGUSD sent individual District employees back and forth to the County Office to pick up payroll and accounts payable checks once or twice a week.

Due to the County pick-up times for payroll and accounts payable checks it is more efficient and productive to utilize a messenger service to assist with these pick-ups.

INFORMATION:

Peninsula Messenger Service currently provides messenger and delivery service between the County Office and other Districts. They have been provided our detailed calendar of dates and times for payroll and accounts payable pick-up. The cost per trip for the 2023-24 school year is $54.00 per trip, plus a fuel surcharge as described on Attachment A. The fuel surcharge is based on AAA Salinas, CA, gas prices for the previous month and fluctuates up and down depending on gas rates.

FISCAL IMPACT:

Approximately $4,000, plus any fuel surcharge as invoiced, annually.
Funded from General Fund; Business Office budget

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT **Peninsula Messenger LLC**

SITE/DEPARTMENT **District Office**

SUBMITTED BY **Joshua Jorn**

FUNDING SOURCE **Business Office Budget**

AGREEMENT TOTAL AMOUNT **$4,000**

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and **Peninsula Messenger LLC** ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;
NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a **courier service**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **Pickup Accounts Payable & Payroll checks from MCOE and deliver to the District Office**.

2. **Term.** Consultant shall commence providing services under this Agreement on **7/1/2023** and will diligently perform as required and complete performance by **6/30/2024**.

3. **Compensation.** District agrees to pay as invoiced annual rate of $54.00 per run plus a fuel surcharge (Attachment A) up to a total of **$4,000** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **$4,000** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.

4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.

5. **Independent Consultant**. Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

6. **Performance of Services.**
   6.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

   6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

   6.3. **Licenses**. Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.

7. **Termination.**
   7.1. **Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

   7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

   7.3. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
      7.3.1. Material violation of this Agreement by the Consultant; or
      7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

   Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District

exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance**. Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.

9. **District's Evaluation of Consultant**. The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.

10. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

12. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

13. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District	Consultant
Pacific Grove Unified School District	Name: Peninsula Messenger LLC
435 Hillcrest Avenue	Address: 8 Harris Ct. C-3
Pacific Grove, CA 93950	City/State/Zip: Monterey, CA 93940
ATTENTION: Joshua Jorn	Business Phone: (831) 649-0439
Assistant Superintendent/CBO	Email (Optional): stephanie.morse@comcast.net

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

15. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.

16. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

17. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

20. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.

22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:

    ☐DOJ Clearance Previously Received by District
    ☐Fingerprinting done by the organization independently (declare under perjury)-Consultant's Employee
    ☒No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:
    ☒ W-9 Form

24. **Type of Business Entity:**
    ☐ Corporation, State
    ☐ Individual
    ☐ Partnership
    ☐ Limited Liability Company
    ☒ Sole Proprietorship
    ☐ Limited Partnership
    ☐ Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of $600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District
Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Signature: _____

Name: Joshua Jorn

Title: Assistant Superintendent, CBO

Date: _____

Consultant
(Can sign BEFORE Board's approval)

DocuSigned by:
Signature: Stephanie Morse
Name: STEPHANIE MORSE
Date: 3/23/2023

Human Resources
(Signed AFTER Board approval)

☐ Contracted work was not assigned using District's normal employment recruitment process.
Signature _____ Date _____
Director of Human Resources

Attachment A
Fuel Adjustment Policy

Due to the sometimes dramatic fluctuations in fuel cost it is standard policy within the transportation, delivery service industries to affect a price adjustment schedule to existing contract fees in order to be fair to the customer and to the service provider for these unforeseen changes.

Peninsula Messenger LLC maintains an upcharge percentage to cover the fuel fluctuations for our customers. The monthly billing for the change will appear on the following month after an adjustment is made. In other words, Peninsula assumes the cost up front for the month and it appears on the customer's bill the following month.

Fuel Adjustment Schedule

Fuel Costs per Gallon Range	Percentage Upcharge
$ 0.00 - $ 1.50 per gallon	0 %
$ 1.51 - $ 1.60 per gallon	.06 %
$ 1.61 - $ 1.70 per gallon	1.2 %
$ 1.71 - $ 1.80 per gallon	1.8 %
$ 1.81 - $ 1.90 per gallon	2.4 %
$ 1.91 - $ 2.00 per gallon	3.0 %
$ 2.01 - $ 2.10 per gallon	3.6 %
$ 2.11 - $ 2.20 per gallon	4.2 %
$ 2.21 - $ 2.30 per gallon	4.8 %
$ 2.31 - $ 2.40 per gallon	5.4 %
$ 2.41 - $ 2.50 per gallon	6.0 %
$ 2.51 - $ 2.60 per gallon	6.6 %
$ 2.61 - $ 2.70 per gallon	7.0 %
$ 2.71 - $ 2.80 per gallon	7.6 %
$ 2.81 - $ 2.90 per gallon	8.2 %
$ 2.91 - $ 3.00 per gallon	8.8 %
$ 3.01 - $ 3.10per gallon	9.4 %
$ 3.11 - $ 3.20 per gallon	10.2 %
$ 3.21 - $ 3.30 per gallon	10.8 %
$ 3.31 - $ 3.40 per gallon	11.4 %
$ 3.41 - $ 3.50 per gallon	12 %
$ 3.51 - $ 3.60 per gallon	12.6 %
$ 3.61 - $ 3.70 per gallon	13.2 %
$ 3.71 - $ 3.80 per gallon	13.8 %
$ 3.81 - $ 3.90 per gallon	14.4 %
$ 3.91 - $ 4.00 per gallon	15 %

$ 4.01 - $ 4.10 per gallon	15.6 %
$ 4.11 - $ 4.20 per gallon	16.2 %
$ 4.21 - $ 4.30 per gallon	16.8 %
$ 4.31 - $ 4.40 per gallon	17.4 %
$ 4.41 - $ 4.50 per gallon	18 %
$ 4.51 - $ 4.60 per gallon	18.6 %
$ 4.61 - $ 4.70 per gallon	19.2 %
$ 4.71 - $ 4.80 per gallon	19.8 %
$ 4.81 - $ 4.90 per gallon	20.4 %
$ 4.91 - $ 5.00 per gallon	21 %

And so on....

November 2018

☒Student Learning and Achievement
☐Health and Safety of Students and Schools
☐Credibility and Communication
☐Fiscal Solvency, Accountability and Integrity

☒Consent
☐Action/Discussion
☐Information/Discussion
☐Public Hearing

SUBJECT: Contract for Services with Adriana San Millan School Psychology and Special Education Services, LLC.

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Clare Davies, Director of Student Services

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RECOMMENDATION:

The District Administration recommends that the Board review and approve the contract for services with Adriana San Millan Psychology and Special Education Services, LLC for an Independent Education Evaluation as required by the Individuals with Disabilities Act (IDEA).

BACKGROUND:

Students with disabilities are entitled to an Independent Education Evaluation (IEE) at public expense when parents disagree with an evaluation completed by the public school district. Upon receipt of a signed written consent to assess, the Local Education Agency (LEA) will initiate a contract with a qualified evaluator who is not employed by the LEA.

INFORMATION:

Parent request for an Independent Education Evaluation was granted as per SELPA IEE policies

FISCAL IMPACT:

$3450 for conducting IEE and IEP Meeting attendance
Previously budgeted Special Ed Contracts.

DocuSign Envelope ID: C3AF885A-BD28-455F-9FDE-C777F48D2772

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT **Adriana San Millan School Psychology and Special Education Services, LLC.**

SITE/DEPARTMENT **Student Services**

SUBMITTED BY **Clare Davies**

FUNDING SOURCE **01- 6500- 0- 5750- 1180- 5800- 00- 000- 2350- 0740**

AGREEMENT TOTAL AMOUNT **$3450**

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and **Adriana San Millan School Psychology and Special Education Services, LLC.** ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;
NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a **Independent Education Evaluator**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Conduct a speech and language assessment, write an assessment report, present the assessment report to the IEP team during an IEP meeting.

2. **Term.** Consultant shall commence providing services under this Agreement on **3/16/2023** and will diligently perform as required and complete performance by **5/26/2023**.

3. **Compensation.** District agrees to pay $3450 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed $3450 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.

4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.

5. **Independent Consultant**. Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

6. **Performance of Services.**
   6.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

   6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

   6.3. **Licenses**. Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.

7. **Termination**.
   7.1. **Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

   7.2. **Without Cause by Consultant**. Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

   7.3. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
      7.3.1. Material violation of this Agreement by the Consultant; or
      7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

   Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure

the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance**. Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.

9. **District's Evaluation of Consultant**. The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.

10. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

12. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

13. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District	**Consultant**
Pacific Grove Unified School District	Name: Adriana San Millan School Psychology and Special Education Services, LLC.
435 Hillcrest Avenue	Address: 305 Vineyard Town Circle #273
Pacific Grove, CA 93950	City/State/Zip: Morgan Hill, CA 95037
ATTENTION: Joshua Jorn	Business Phone: 408-706-4860
Assistant Superintendent/CBO	Email (Optional): adriana@sanmillansped.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

15. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.

16. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

17. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

20. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.

22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:

    ☐DOJ Clearance Previously Received by District

    ☒ Fingerprinting done by the organization independently (declare under perjury)-Consultant's Employee(s)

    ☐No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:
    ☒W-9 Form

24. **Type of Business Entity:**
    ☐Corporation, State
    ☐Individual
    ☐Partnership
    ☒Limited Liability Company
    ☐Sole Proprietorship
    ☐Limited Partnership
    ☐Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of $600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District
Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Signature: _____

Name: Clare Davies

Title: Director of Student Services

Date: _____

Consultant
(Can sign BEFORE Board's approval)

DocuSigned by:

Signature: Adriana San Millan

Name: Adriana San Millan

Date: 3/28/2023

Human Resources
(Signed AFTER Board approval)

☐Contracted work was not assigned using District's normal employment recruitment process.
Signature _____ Date _____
Director of Human Resources

☐Student Learning and Achievement
☒Health and Safety of Students and Schools
☐Credibility and Communication
☐Fiscal Solvency, Accountability and Integrity

☐Consent
☒Action/Discussion
☐Information/Discussion
☐Public Hearing

SUBJECT: Designation of Committee Representatives

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends the Board designate a committee liaison for Community Human Services and a new subcommittee designed to meet with the City of Pacific Grove officials.

INFORMATION:

Designation of committee representatives are determined annually at the Organizational meeting in December. Trustee Brian Swanson was designated as liaison for Community Human Services in December 2022, and Clerk Jennifer McNary was designated as alternate. Trustee Brian Swanson can no longer commit to the committee and would like to step down as liaison for Pacific Grove Unified School District.

Additionally Board members have requested a new subcommittee designed to meet with the City of Pacific Grove officials.

☒ Student Learning and Achievement
☐Health and Safety of Students and Schools
☐Credibility and Communication
☒Fiscal Solvency, Accountability and Integrity

☐Consent
☒Action/Discussion
☐Information/Discussion
☐Public Hearing

SUBJECT: Revision to the Salary Schedule for the position of Adult School Program Coordinator

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Billie Mankey, Director II Human Resource; Barbara Martinez, Principal Pacific Grove Adult School, Director of Safety

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RECOMMENDATION:
The District Administration recommends the Board review and approve the proposed increase to the salary range for Adult School Program Coordinator, funded through the Adult School consortium allocation, and/or provide recommended feedback and direction.

BACKGROUND:
Duties of the Adult School Program Coordinator are unique and include specific work in program monitoring of state and federal programs. Fiscal accountability and program monitoring are paramount to the success and fiscal solvency of the Adult School. In addition, the Adult School Program Coordinator supervises evening classes and coordinates the Adult School Community Education programs.

INFORMATION:
As positions become vacant, we conduct a review of the duties and salary for the position prior to recruitment. After a review and comparison of salary schedules for Adult School Program Coordinator and similar positions, it is clear that to best recruit and retain employees in the Adult School Program Coordinator position that the salary for this position should be increased.
Please see attached comparisons.

FISCAL IMPACT:
This full-time administrative position is fully funded through the Adult School consortium allocation.

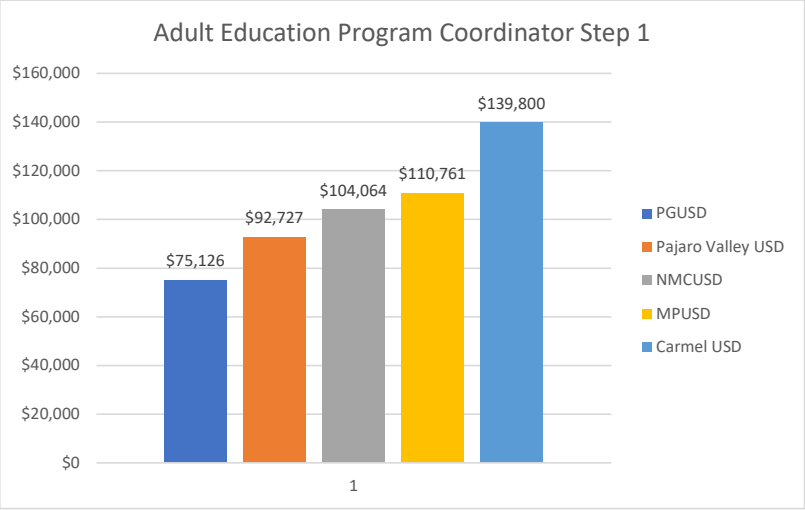
Current classified management salary schedule for Adult School Program Coordinator

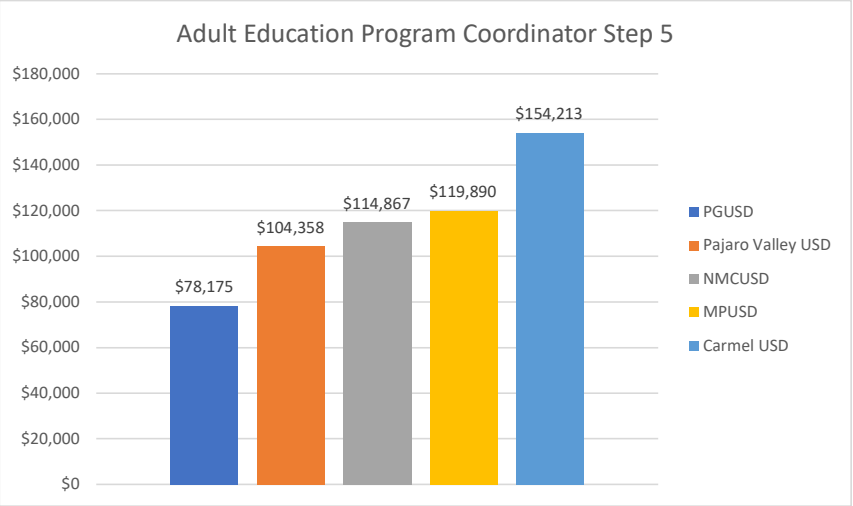
Work Year/Days	1	2	3	4	5	6	7	8
220	81,249	82,062	82,882	83,710	84,546	85,391	86,245	87,108

Proposed classified management salary schedule Adult School Program Coordinator

Work Year/Days	1	2	3	4	5	6	7	8
220	95,441	99,595	103,749	107,904	112,057	116,211	120.365	124,520

Adult Education Program Coordinator	Title and work Calendar	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
PGUSD	Adult School Program Coordinator 220 day	$75,126	$75,878	$76,636	$77,402	$78,175	$78,956	$79,746	$80,544		
Pajaro Valley USD	Assistant Director Adult Ed 222 days	$92,727	$95,498	$98,370	$101,323	$104,358	$107,479	$110,711			
NMCUSD	Certificated Coordinator 212 Day	$104,064	$106,666	$109,333	$112,066	$114,867	$11,716	$119,508	$121,897	$124,336	$126,823
MPUSD	Assistant Principal 217 Days	$110,761	$112,977	$115,236	$117,540	$119,890	$122,288	$124,734	$127,229		
Carmel USD	ROP/Ad Ed Coordinator 212 day	$139,800	$143,269	$146,830	$150,476	$154,213	$161,972	$165,998	$170,123		$170,123





☒ Student Learning and Achievement
☐Health and Safety of Students and Schools
☐Credibility and Communication
☒Fiscal Solvency, Accountability and Integrity

☐Consent
☒Action/Discussion
☐Information/Discussion
☐Public Hearing

SUBJECT: Revision to the Salary Schedule for the position of School Nutrition Director

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Billie Mankey, Director II, Human Resources and Josh Jorn, Assistant Superintendent Business Services

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RECOMMENDATION:
The District Administration recommends the Board review and approve the proposed increase to the salary range for School Nutrition Director, and/or provide alternative direction.

BACKGROUND:
The position of School Nutrition Director will soon be vacant. Our goal, as with any other position is to be able to recruit and retain the most qualified applicants. To accomplish this, we need good working environments and competitive salary and benefit packages.

INFORMATION:
As positions become vacant, we conduct a review of the duties and salary for the position to recruit and retain the most talented and qualified employees. The last review of the School Nutrition Director position was over four years ago and during that time we have fallen behind in competitive pay for this position. I have attached salary comparisons for your information and review. This recommendation is lower than the comparative district of Carmel, but consistent and in line with other districts within a tri-county recruitment area.

FISCAL IMPACT:
$5,000, General fund, currently budgeted

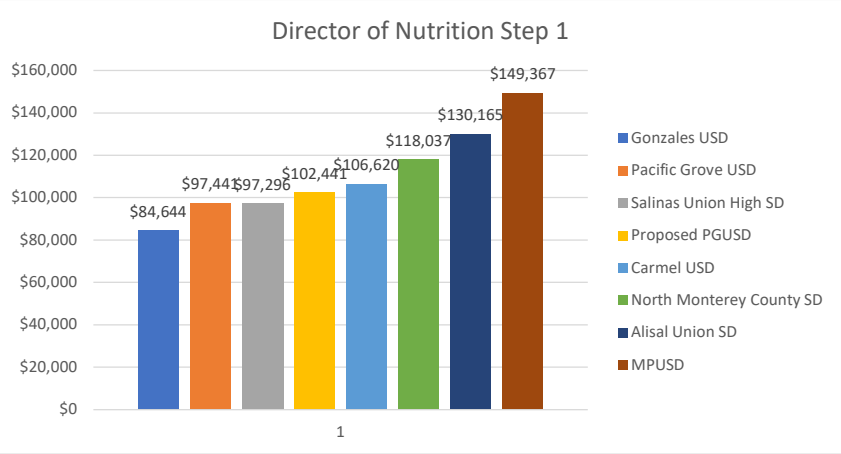
Current classified management salary schedule for School Nutrition Director

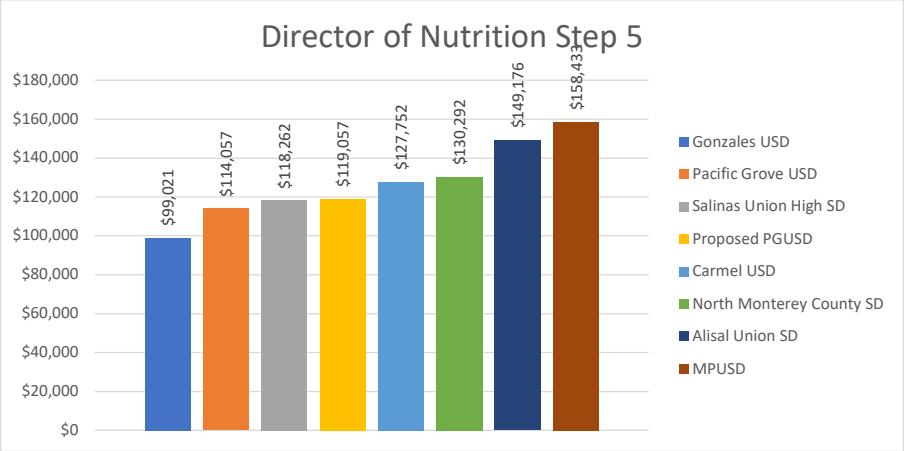
Work Year/Days	1	2	3	4	5	6	7	8
220	97,441	101,595	105,749	109,904	114,057	118,211	122,365	126,520

Proposed classified management salary schedule for School Nutrition Director

Work Year/Days	1	2	3	4	5	6	7	8
220	102,441	106,595	110,749	114,904	119,057	123,211	127,365	131,520

Director of Food Service		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	
Gonzales USD	Director Nutrition Services 220 Days	$84,644	$88,029	$91,551	$95,212	$99,021	$102,982					
Pacific Grove USD	Nutrition Director 220 days	$97,441	$101,595	$105,749	$109,904	$114,057	$118,211	$122,365	$126,520			
Salinas Union High SD	Manager of FS 61M 222 Days	$97,296	$102,159	$107,268	$112,631	$118,262	$124,177	$126,658	$129,192	$131,777	$134,411	Steps Alpha
Proposed PGUSD	Nutrition Director 220 days	$102,441	$106,595	$110,749	$114,904	$119,057	$123,211	$127,365	$131,520			
Carmel USD	Director I 220 days	$106,620	$111,516	$116,616	$122,124	$127,752	$133,668	$136,992	$140,316		$143,748	
North Monterey County SI	Director - Child Nutrition MGTGarde 4	$118,037	$120,988	$124,014	$127,114	$130,292	$132,898	$135,556	$138,267	$141,032	$143,854	Tier Steps
Alisal Union SD	Director II 221 days	$130,165	$134,677	$139,346	$144,176	$149,176						
MPUSD	Range 39, Mgt Salary Schedule 222 da	$149,367	$149,295	$12,281	$155,327	$158,433	$161,600	$164,833	$168,129			





☐Student Learning and Achievement
☐Health and Safety of Students and Schools
☐Credibility and Communication
☐Fiscal Solvency, Accountability and Integrity
☐Consent
X Action/Discussion
☐Information/Discussion
☐Public Hearing

SUBJECT: Contract with Lakeland Holdings LLC DBA WorldStrides/Specialty Travel Programs and Pacific Grove High School

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Lito Garcia, Pacific Grove High School Principal

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RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Lakeland Holdings LLC (DBA WorldStrides/Specialty Travel Programs) and Pacific Grove High School (PGHS) for the coordination of the Senior Class Disneyland Trip.

BACKGROUND:

WorldStrides provides a service for reserving the group tickets to Disneyland as well as secures the charter buses for transportation to the amusement park.

INFORMATION:

This contract is for the coordination of the Disneyland trip occurring Friday April 21st – Saturday April 22nd, 2023. WorldStrides is paid for the tickets and transportation. The total cost for this year's trip is $21,331.00.

FISCAL IMPACT:

No Fiscal impact to the District. Contract is paid in full by the Class of 2023 students and PGHS Disneyland ASB account.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT WorldStrides Lakeland Holdings LLC (DBA WorldStrides/Specialty Travel Programs)

SITE/DEPARTMENT Pacific Grove High School

SUBMITTED BY Lito Garcia

FUNDING SOURCE PGHS Students/ASB Account

AGREEMENT TOTAL AMOUNT $21,331.00

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and **WorldStrides Lakeland Holdings LLC (DBA WorldStrides/Specialty Travel Programs)** ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;
NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a **travel coordinator**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **reserving tickets to Disneyland and transportation**.

2. **Term.** Consultant shall commence providing services under this Agreement on **4/21/2023** and will diligently perform as required and complete performance by **4/22/2023**.

3. **Compensation.** District agrees to pay **$21,331.00** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **$21,331.00** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.

4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.

5. **Independent Consultant**. Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

6. **Performance of Services.**
   6.1. **Standard of Care**. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

   6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

   6.3. **Licenses**. Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.

7. **Termination**.
   7.1. **Without Cause by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

   7.2. **Without Cause by Consultant**. Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

   7.3. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
      7.3.1. Material violation of this Agreement by the Consultant; or
      7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

   Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the

District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance**. Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.

9. **District's Evaluation of Consultant**. The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.

10. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

12. **Confidentiality**. The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

13. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District	Consultant
Pacific Grove Unified School District	Name: WorldStrides Lakeland Holdings LLC (DBA WorldStrides/Specialty Travel Programs)
435 Hillcrest Avenue	Address: 1121 White Rock Road Ste 203
Pacific Grove, CA 93950	City/State/Zip: El Dorado Hills, CA 95762
ATTENTION: Joshua Jorn	Business Phone: (800) 553-4723 x51110
Assistant Superintendent/CBO	Email (Optional):Katie.phillips@worldstrides.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

14. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

15. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.

16. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

17. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

20. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.

22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:

    ☐DOJ Clearance Previously Received by District

    ☒Fingerprinting done by the organization independently (declare under perjury)-Consultant's Employee(s)

    ☐No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:
    ☒W-9 Form

24. **Type of Business Entity:**
    ☐Corporation, State
    ☐Individual
    ☐Partnership
    ☒Limited Liability Company
    ☐Sole Proprietorship
    ☐Limited Partnership
    ☐Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of $600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District
Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Signature: _____

Name: Lito Garcia

Title: Pacific Grove High School Principal

Date: _____

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Name: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

☐Contracted work was not assigned using District's normal employment recruitment process.
Signature _____Date _____
Director of Human Resources

☐Student Learning and Achievement
☒Health and Safety of Students and Schools
☐Credibility and Communication
☐Fiscal Solvency, Accountability and Integrity

☐Consent
☒Action/Discussion
☐Information/Discussion
☐Public Hearing

SUBJECT: Discussion and Possible Action Regarding Superintendent Process

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board discuss and possibly take action regarding the Superintendent search process.

☒Student Learning and Achievement
☒Health and Safety of Students and Schools
☒Credibility and Communication
☒Fiscal Solvency, Accountability and Integrity

☐Consent
☒Action/Discussion
☐Information/Discussion
☐Public Hearing

SUBJECT: Board Calendar/Future Meetings

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board review and possibly modify the schedule of meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

BACKGROUND:

The Board has approved Bylaw 9320, which states that regular Board meetings be held on the first and third Thursday of each month, from August through June. At the annual organizational meeting held in December, Trustees approve the meeting calendar as presented. The calendar is reviewed at each Board meeting.

INFORMATION:

Changes to the Board meeting dates must be approved by a majority vote of the Trustees.

Board Meeting Calendar January-June 2023

Thursday Jan. 5	**Regular Board Meeting** District Office/Virtual ✓ Superintendent Goals- midyear check-in ✓ Preliminary Enrollment Projection for 2023-24 ✓ Property Tax Update
Thursday Jan. 19	**Regular Board Meeting** District Office/Virtual ✓ CSBA Policy Update ✓ School Accountability Report Cards
Thursday Feb. 2	**Regular Board Meeting** District Office/Virtual ✓ Black History Month Resolution ✓ Report on Governor's Budget Proposal ✓ Budget Development Calendar ✓ Possible Personnel Action Presented as Information (RIF) ✓ Preliminary Review of Site Master Schedules ✓ 2022-23 Audit Report ✓ Quarterly Facilities Project Updates*
Thursday Mar. 2	**Regular Board Meeting** District Office/Virtual ✓ Women's History Month Resolution ✓ Second Interim
Thursday Mar. 16	**Regular Board Meeting** District Office/Virtual ✓ TRAN Resolution ✓ Williams/Valenzuela Uniform Complaint Report ✓ Board considers legislative action at local and state levels
Thursday Apr. 6	**Regular Board Meeting** District Office/Virtual ✓ Review of Strategic Plan and LCAP (as needed) ✓ Approve 2023-24 Aug.- Dec. Board Meeting Calendar ✓ Quarterly District Safety Update
Thursday April 20	**Regular Board Meeting** District Office/Virtual ✓ Review of Site Master Schedules ✓ Review of Strategic Plan and LCAP (as needed) ✓ California Day of the Teacher ✓ Week of the CSEA Employee ✓ Begin Superintendent Evaluation ✓ CSBA Policy Update
Friday April 28 3:00- 6:00p.m.	**SPECIAL Board Meeting** District Office/Virtual ✓ Governance Training with DWK
Thursday May 4	**Regular Board Meeting** District Office/Virtual ✓ Continue Superintendent Evaluation ✓ Board Goals for 2023-24
Thursday May 11	**SPECIAL Board Meeting** District Office/Virtual ✓ Board self-evaluation

Thursday May 18	**Regular Board Meeting** ✓ Complete Superintendent's Evaluation ✓ Superintendent Goals ✓ Review Governor's Revised Budget ✓ Suspensions/Expulsions Annual Report ✓ Retiree Recognition ✓ 2023-24 Budget Public Hearing ✓ LCAP Public Hearing	District Office/Virtual
Thursday June 1	**Regular Board Meeting** ✓ Williams/Valenzuela Uniform Complaint Report ✓ 2023-24 Budget Public Adoption ✓ LCAP and Local Indicators Adoption ✓ Approval of Contracts and Purchase Orders for 2023-24	District Office/Virtual

**Quarterly District Safety Update and Quarterly Facilities Projects Update as needed*

Board Meeting Calendar August-December 2023

Thursday Aug. 3	**Regular Board Meeting**	District Office/Virtual
Thursday Aug. 17	**Regular Board Meeting** ✓ Student Enrollment Update ✓ Property Tax Report ✓ Review of Legal Services Costs ✓ Quarterly Facilities Project Updates* ✓ CSBA Policy Update	District Office/Virtual
Thursday Sept. 7	**Regular Board Meeting** ✓ Quarterly District Safety Update*	District Office/Virtual
Thursday Sept. 21	**Regular Board Meeting** ✓ Williams Uniform Complaint Report ✓ Unaudited Actual Report	District Office/Virtual
Thursday Oct. 5	**Regular Board Meeting** ✓ Superintendent Goals ✓ Week of the School Administrator ✓ CAASPP/ELPAC Review of Data ✓ Board Goals check-in	District Office/Virtual
Thursday Oct. 26	**Regular Board Meeting** ✓ Quarterly District Safety Update* ✓ Budget Revision #1 on 2023-24 working budget (preliminary First Interim) ✓ CSBA Policy Update	District Office/Virtual
Thursday Nov. 2	**Regular Board Meeting** ✓ PGHS Course Bulletin Information/Discussion	District Office/Virtual
Thursday Nov. 16	**Regular Board Meeting** ✓ Intent Form Due (to serve as Board President or Vice President) ✓ Review of Special Education Contracts ✓ Quarterly Facilities Project Updates*	District Office/Virtual
Thursday Dec. 14	**Organizational Meeting** ✓ Election of 2022-23 Board President and Clerk ✓ First Interim Report ✓ PGHS Course Bulletin Action/Discussion ✓ Williams Uniform Complaint Report ✓ Employee Recognition	District Office/Virtual

**Quarterly District Safety Update and Quarterly Facilities Projects Update as needed*

☐Student Learning and Achievement
☒Health and Safety of Students and Schools
☐Credibility and Communication
☐Fiscal Solvency, Accountability and Integrity

☐Consent
☐Action/Discussion
☒Information/Discussion
☐Public Hearing

SUBJECT: School Resource Officer Update

DATE: April 6, 2023

PERSON RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board receive a brief update regarding the work completed by School Resource Officer Hankes, as well as goals for the upcoming school year.

☐Student Learning and Achievement
☒Health and Safety of Students and Schools
☐Credibility and Communication
☐Fiscal Solvency, Accountability and Integrity

☐Consent
☐Action/Discussion
☒Information/Discussion
☐Public Hearing

SUBJECT: National School Public Relations Association Communication Review for Pacific Grove Unified School District

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends the Board receive information for the National School Public Relations Association Communication Review for Pacific Grove Unified School District and provide direction to Administration.

INFORMATION:

The Board of Education directed Administration to contact the National School Public Relations Association to receive information regarding a communication review for Pacific Grove Unified School District.

The process includes:

- Preparing for a successful review process
- Analyzing current communication program
- Listening to key stakeholders
- Developing recommendations for a strategic communication program

FISCAL IMPACT:
$5,500 non-member rate
$800 for auditor to deliver a virtual presentation on the NSPRA Communication Review results, discuss recommendations and answer questions during one (1) district leadership meeting.
Upon request, additional auto-translated languages, district customization of other auto-translated languages, and other language customizations may be accommodated for additional fees as follows.

- **$75** per additional auto-translated language (no charge for Spanish); auto-translation used as is
- **$150** per additional auto-translated language with option for district to review the auto-translation and provide one round of custom language edits; may add one week to survey launch
- **$300** per additional language not available via auto translation if the district provides the full translation of all questions and survey prompts; includes two rounds of review by district once translated survey set up; may add two weeks to survey launch
- **$1,000** per additional language not available via auto translation if NSPRA secures the full translation of all questions and survey prompts; includes two rounds of review by district once translated survey set up; may add two weeks to survey launch

the leader in school communication

nspra

Communication Review Proposal

for

Pacific Grove Unified School District

15948 Derwood Road Rockville, MD 20855
(301) 519-0496 | Fax (301) 519-0494
www.nspra.org | www.facebook.com/NSPRAssociation
twitter.com/NSPRA | www.instagram.com/natlschoolpr

Prepared at the request of
Ralph Gómez Porras, Ed.D.
Superintendent
Pacific Grove Unified School District
435 Hillcrest Ave.
Pacific Grove, CA 93950-4900

March 9, 2023

Thank you for inquiring about a National School Public Relations Association **Communication Review** for **Pacific Grove Unified School District**. We appreciate the opportunity to present this proposal and to share additional information about our communication review process.

Launched in 1935, NSPRA's mission is to develop professionals to communicate strategically, build trust and foster positive relationships in support of their school communities. After completing communication audits for several hundred school districts, education associations and agencies since the early 1980s, NSPRA introduced a streamlined **communication review** for smaller school districts in 2018. For these systems, our communication review process offers a cost-effective snapshot of their communications with employees and parents. It also provides research-driven recommendations and access to additional online resources to strengthen district communication efforts.

Today's parents and school employees expect to be kept informed about their local schools and to have a voice in the education process of their district. That is why school systems of all sizes must develop ongoing, two-way communication programs that keep constituents informed and involved, demonstrate fiscal and educational accountability, and build trust in and support for their schools.

The NSPRA Communication Review will help you do that by identifying existing communication gaps for your parents and employees, in order to give you the data you need to build a cost-effective communication program. Our quantitative and qualitative research will tell you what works best for these stakeholders in your district, so you can avoid spending your limited time and funds on less effective tools and tactics. Our recommendations will offer practical, relevant solutions for communication challenges in a system of your size.

On the following pages, please find a general overview of the NSPRA Communication Review process, details on the district's potential communication investment, contact information for references and more background information on NSPRA.

Mellissa Braham, APR
Associate Director

Susan Downing, APR
Communication Audit Coordinator

The NSPRA Communication Review Process

Nothing is more important in demonstrating accountability and building trust and support between your district and its stakeholders than the quality of your communication. The NSPRA Communication Review will uncover communication gaps that exist between the district and its parents and staff. It also will identify factors affecting the effectiveness of your communication program such as:

- Current perceptions about the image of your district and schools
- Information preferences and concerns among parents and staff
- Short- and long-term communication goals and priorities
- Organization and staffing in the communication function
- Communication, marketing and engagement efforts

A communication review is valuable because it saves your district time and money, and it boosts effectiveness by ensuring that limited education funds allotted to communication are spent wisely based on sound research. The communication review process typically takes about 14 weeks from the signing of a contract to the delivery of a draft report. It has two major research components:

Quantitative Research

SCoPE School Survey
We survey your employees and your parents/families about their communication preferences, perceptions and ideas. Key data points in your results will be compared to other districts nationwide to help put them in context.

The SCoPE Survey is a standardized, nationally benchmarked survey. As a result, ability to customize survey questions and response options based on district preferences is limited to providing clarity around the district's existing communication tools, facilities and staff types. Up to two rounds of survey review and feedback by the district on non-benchmarked questions are included in this proposal.

The SCoPE Survey is provided in English and auto-translated into Spanish. If 10% or more of the district's student population has a home language other than English, it is recommended to provide the survey in those languages, too. NSPRA currently has approximately 40 languages available via auto-translations on its survey platform. For Spanish, the district may review the auto-translation of the SCoPE Survey and provide its own custom edits to the translation at no additional charge. Upon request, additional languages beyond Spanish and additional district customization of other auto-translated languages may be accommodated for additional fees (see pages 10-11 of proposal).

Qualitative Research

District Materials Review
We examine your communication materials issued to parents and staff (up to 10 samples); communication policies; communication and crisis communication plans; district website; district social media channels; and news clips on key issues (up to 10 samples).

Interviews and Focus Groups

Interviews: We conduct three phone/virtual interviews, one each with the superintendent, a selected school leader and the district's technology director.

Focus Groups: We conduct three virtual focus groups, one each with these key stakeholders:

- Parents and parent leaders
- Instructional staff (teachers)
- Non-instructional support staff

These components are part of a four-phase process that will provide a cost-effective snapshot of your school system's communications with parents and staff.

Phase 1: Preparing for a Successful Review Process

Once you decide to contract for an NSPRA Communication Review, we will work closely with you to ensure a successful outcome. The preparation process for a review involves several important elements that typically require six weeks lead time before the virtual focus groups are conducted.

This preparation includes working with your NSPRA staff contact or auditor to:

- Have an in-depth conversation about current communication issues and goals.
- Determine the schedule for promoting and opening the SCoPE survey, for the three virtual focus groups and for the phone/virtual interviews.
- Customize the focus group discussion questions to address the specific communication needs of your district.

You will be responsible for the following preparation activities before the virtual focus groups:

- Coordinate the promotion of the SCoPE survey.
- Identify people to participate in the three virtual focus groups, which will be conducted via secure Zoom Meeting spaces arranged by NSPRA.
- Send invitations to those you have identified for the virtual focus groups and confirm their participation.
- Compile the requested district materials for review and share them with the auditor.

Once you have contracted for a communication review, NSPRA will provide you with checklists and materials to help you prepare, including a sample focus group invitation letter.

Phase 2: Analyzing Your Current Communication Program

The next phase of the NSPRA Communication Review process involves the auditor's review of your SCoPE survey results and the district's communication materials and relevant information.

SCoPE Survey Results

Our SCoPE Survey—or School Communication Performance Evaluation—invites staff and parents to answer relevant questions about their preferences, perceptions and ideas.

NSPRA will develop and administer the survey, but the district is responsible for promoting participation. The survey is provided in English and Spanish; additional languages may be requested and provided for an additional fee (see pages 10-11).

The survey results will be summarized in an easy-to-understand report that evaluates how the district is doing with communications, identifies areas needing improvement and compares the local results with other districts nationwide. The auditor will review the SCoPE Survey results before conducting the virtual focus groups. Results will be delivered to the district later, with issuance of the draft NSPRA Communication Review report.

District Materials Review

Following are materials that might be submitted by the district for review by the auditor:

- Communication materials issued to parents and staff (up to 10 samples)
  - Digital and paper newsletters
  - Publications
  - Posters and flyers
  - Special campaign materials
  - Marketing materials
- School board policies and goals related to communications
- Communication plans, including any crisis communication plans
- District and school websites, including website analytics if available
- District and school social media channels, including social media analytics if available
- News clips on key issues (up to 10 samples)

We conduct this review before the virtual focus groups so that the auditor comes into those conversations having some background and context for your current communication efforts and a sense of your district and community culture.

Phase 3: Listening to Your Key Stakeholders

The third phase—and core component of NSPRA's process—is the listening that is done by the auditor during phone/virtual interviews with the superintendent, a selected school leader and the district's technology director, and the three virtual focus groups with:

1. Parents and parent leaders;
2. Instructional staff (teachers); and
3. Non-instructional support staff.

Focus Group Participants

Carefully selecting focus group participants is of crucial importance to the communication review results. Having a variety of voices will provide a balanced perspective and help ensure that stakeholders trust the process. Be sure to include the less active parents as well as the frequent volunteers, the supporters among your staff and the critics. Non-English-speaking parents may be included in the dedicated parent focus group as long as the district assigns a staff translator to attend the meeting.

Ideally each focus group will involve 8 to 12 participants; to secure that many, you should identify and invite at least 14-18 participants per group. Generally the superintendent and key administrators identify participants to ensure broad, balanced representation of staff and parents.

Virtual Focus Groups Setup

The auditor will conduct focus groups virtually via secure Zoom Meeting spaces arranged by NSPRA. Participants are asked to join the meeting on a computer, smartphone or other mobile device that has a video camera and microphone, from a quiet, private location of their choosing, but audio-only, call-in numbers are also available. The district is asked to provide NSPRA with names and email addresses of confirmed participants (i.e., those who RSVP "yes") at least four business days before the first focus group so NSPRA can send them the necessary Zoom access information.

The focus groups are usually 60 minutes long. The auditor will ask each focus group the same set of questions, with some variations that are appropriate to the group. The questions are designed to probe into participants' perceptions about your district as well as to determine specific communication needs and issues. Participants' responses are kept anonymous to create an environment where they feel comfortable providing open and honest opinions.

The focus group process allows NSPRA to obtain in-depth information on why stakeholders feel the way that they do, and it often surfaces communication issues that otherwise might be overlooked with just a survey.

Phase 4: Developing Recommendations for a Strategic Communication Program

The final phase of our NSPRA Communication Review process is preparing a focused summary report: the NSPRA Communication Review Report.

NSPRA Communication Review Report

The communication review report will outline the auditor's key findings from the review of SCoPE survey results, district materials, focus groups feedback and interviews. It will pinpoint your district's communication strengths and areas for improvement. It also will list several recommendations for moving forward, based on our research and industry best practices, on topics such as:

- Developing a strategic communication plan and aligning it with the district's strategic plan;
- Using communication research and evaluation for program improvement;
- Implementing practical, two-way communication and engagement strategies that support your district's strategic goals;
- Reaching parent and staff stakeholders with clear, consistent messaging;
- Creating employee ambassadors and improving customer service;
- Increasing the effectiveness of digital communications and social media;
- Updating and revising existing communication vehicles;
- Revitalizing the image of your district; and
- Addressing additional priority items that emerge from the audit process.

Plus, we will provide you with online resources linked to each recommendation that will help you gain a fuller picture of steps to improve over time.

After the completion of the virtual focus groups, it takes approximately eight weeks to complete the draft NSPRA Communication Review Report. We will send the report draft to the superintendent for initial review and screening. We will also schedule a conference call with the superintendent to discuss the draft report and the results of the communication review prior to finalizing the report.

Once you have approved the draft of the report, we will make any agreed-upon revisions or changes and prepare the final report. We will issue the final report as an interactive PDF with live links, and upon request, we will provide up to five printed and bound copies as well.

Other Tools for Moving Forward

In a summary report on your SCoPE Survey results, you will receive detailed data and responses from our questions.

The SCoPE Survey is aligned to NSPRA's *Rubrics of Practice and Suggested Measures* for evaluating school communication programs, so you also will receive a digital copy of that publication.

Our Communication Audit and Review Team

The key personnel associated with NSPRA's communication audit and review services are Associate Director Mellissa Braham, APR, Communication Audit Coordinator Susan Downing, APR, and Communication Audit Surveys Manager Naomi Hunter, APR.

NSPRA's communication audit and review services are managed by Associate Director Mellissa Braham, APR. She serves as the key contact for all inquiries, questions, presentations and communications, both in the proposal stage and in reporting results. She coordinates audit/review schedules and consultant auditor assignments. In collaboration with the associate director, Communication Audit Coordinator Susan Downing, APR, conferences with auditors and client districts to ensure the process is on track, and serves as primary editor on all audits and reviews conducted by NSPRA's cadre of consultants. Rounding out the leadership team is Naomi Hunter, APR, who manages the survey portion of NSPRA's communication audit and review services, in addition to serving as the lead auditor on some projects.

Our cadre of expert auditors have all served as, or currently are, school system or education agency communication directors. They are respected public relations professionals with experience working in and for school systems of all sizes as well as with listening to and engaging stakeholders from diverse backgrounds. They have managed award-winning communication programs and understand the complexities of school district operations and relationships, the myriad responsibilities of district leaders and the challenges facing today's public schools.

This wealth of expertise is supported by NSPRA's knowledge of and access to best practices and resources in school communication across North America through our network of professional members and our National School Communication Awards program. NSPRA has conducted audits, and more recently reviews, for several hundred school districts, education associations and agencies since the mid-1980s. With that collective wisdom and our experienced auditing team, NSPRA is uniquely positioned to deliver the most relevant and practicable recommendations for public school systems. **Our direct experience with school system operations gives us a first-hand perspective many agencies lack.**

Once you decide to contract for an NSPRA Communication Review and virtual focus group dates are determined, we will assign an auditor based on availability and with your specific needs in mind in order to make the best possible match.

Your Communication Investment

In addition to providing a cost-effective snapshot of your current communication efforts and areas for improvement, an NSPRA Communication Review will demonstrate district leaders' willingness to engage employees and parents/families in dialogue about their schools while strengthening two-way communication and building support for local education.

The cost to **Pacific Grove Unified School District** for an NSPRA Communication Review includes the base fee only unless additional, optional services are selected.

Auditor Base Fee (as of July 1, 2021)	**$5,500 non-member rate**. Includes guidance in preparing for the communication review; a SCoPE Survey of district employees and parents/families, available in English and Spanish; a review of communication materials and analysis of the current program as outlined in this proposal; conducting **3 interviews**, one each with the superintendent, a selected school leader and the district's technology director; conducting **3 virtual focus groups** with parents/families, instructional staff and non-instructional support staff; preparation of NSPRA Communication Review Report with best-practice recommendations and access to relevant online resources; preparation of SCoPE Survey report; and follow-up counsel on implementing recommendations.
Optional Services	
Virtual presentation of final report:	**$800** for auditor to deliver a virtual presentation on the NSPRA Communication Review results, discuss recommendations and answer questions during one (1) district leadership meeting.
Additional Survey Languages	The SCoPE Survey is provided in English and auto-translated into Spanish. NSPRA currently has 40 languages available via auto-translations on its survey platform. *For Spanish, the district may review the auto-translation of the SCoPE Survey and provide its own custom edits to the translation at no additional charge.* Upon request, additional auto-translated languages, district customization of other auto-translated languages, and other language customizations may be accommodated for additional fees as follows. • **$75** per additional auto-translated language (no charge for Spanish); auto-translation used as is • **$150** per additional auto-translated language with option for district to review the auto-translation and provide one round of custom language edits; may add one week to survey launch

(continued next page)

- **$300** per additional language not available via auto translation if the district provides the full translation of all questions and survey prompts; includes two rounds of review by district once translated survey set up; may add two weeks to survey launch

- **$1,000** per additional language not available via auto translation if NSPRA secures the full translation of all questions and survey prompts; includes two rounds of review by district once translated survey set up; may add two weeks to survey launch

A list of some of the school systems that have recently completed a Communication Review or a Communication Audit is included on the next page for reference. For more information or to schedule a communication review, please contact:

Mellissa Braham, APR, Associate Director
NSPRA | 15948 Derwood Road | Rockville, MD 20855
Ofc: (301) 519-0496 | Cell: (518) 307-3613 | mbraham@nspra.org

References

Radford City Schools – *Review*
(1,600 students)
Ellen Denny
Assistant Superintendent of Curriculum/Instruction
1612 Wadsworth Street
Radford, VA 24141
(540) 731-3647
edenny@rcps.org

Fremont County School District #1 – *Review*
(1,800 students)
Dave Barker, Ed.D.
Superintendent
863 Sweetwater Street
Lander, WY 82520
(307) 332-4711
dbarker@landerschools.org

Target Range School – *Review*
(600 students)
Heather Davis Schmidt, Ed.D., Superintendent
4095 South Avenue West
Missoula, MT 59804
(406) 549-9239 x227
heather.davisschmidt@target.k12.mt.us
(report publicly available)

USD #353 – Wellington Public Schools – *Review*
(1,500 students)
Shelby Metcalf
Communications Specialist
221 S. Washington
Wellington, KS 67152
(620) 326-4300 x2058
smetcalf@usd353.com

Temecula Preparatory School – *Review*
(1,000 students)
Michael Agostini
Head of School
35777 Abelia St.
Winchester, CA 92596
(951) 926-6776 x6932
magostini@temeculaprep.com

Corvallis School District 509J
(6,400 students)
Kelly Locey, MPH
Communications Coordinator
1555 SW 35th Street
Corvallis, OR 97333
(541) 766-4856
kelly.locey@corvallis.k12.or.us (report publicly available)

Saint John's School – *Audit*
(900 students)
Roberto Porrata-Doria
Director of Communications
1454 Ashford Avenue
San Juan, PR 00907
(787) 486-7235
roberto.porrata@sjspr.org

Hickman Mills C-1 Schools – *Audit*
(5,800 students)
Marissa Cleaver Wamble
Director of Public Information & Partnerships
5401 E. 103rd St.
Kansas City, MO 64137
(816) 316-7003
marissaw@hickmanmills.org (report publicly available)

Hartford Public Schools – *Audit*
(1,300 students)
Kim deBoom
Student Information Coordinator
115 School Street
Hartford, MI 49057
(269) 621-7009
deboomk@hpsmi.org (report publicly available)

Center Point-Urbana School District – *Audit*
(1,500 students)
Matt Berninghaus
Superintendent
145 Iowa St./PO Box 296
Center Point, IA 52213
(319) 849-1102
mberninghaus@cpuschools.org

About the National School Public Relations Association

Since 1935, the National School Public Relations Association (NSPRA) has been providing school communication training and services to school leaders throughout the United States, Canada and the U.S. Department of Defense Education Activity (DoDEA) schools worldwide. NSPRA's mission is to develop professionals to communicate strategically, build trust and foster positive relationships in support of their school communities. That mission is accomplished by developing and providing a variety of diverse products, services and professional development activities to association members as well as to other education leaders interested in improving their communication efforts.

NSPRA members:

- **Connect and Grow**: This unique professional community includes the NSPRA Connect online forum, Mentor Match, APR Learning Cohort, and national leadership and service opportunities.
- **Expand and Elevate**: Through digital e-newsletters and alerts, free PR Power Hour webinars on tactics, free Leaders Learn webinars on strategies, on-demand learning and National Seminar scholarships, members expand their knowledge and elevate their work.
- **Share and Learn**: Members have access to best practices at www.nspra.org, which offers the online NSPRA Gold Mine; resources on topics such as crises, budget/finance, communication training, strategic communications plans, etc.; salary and career surveys; and more.

With more than 80 years of experience, NSPRA is known for providing proven, practical approaches to solving school district and education agency communication problems. The association offers useful communication products and programs as well as an annual NSPRA National Seminar, the most comprehensive school communication conference in North America. NSPRA also offers a National School Communication Awards program, which recognizes individuals, districts and education agencies for excellence in communication.

In keeping with its mission, NSPRA also provides school public relations/communications counsel and assistance to school districts, state departments of education, regional service agencies and state and national associations. For many of these organizations, NSPRA has completed comprehensive communication audits and streamlined communication reviews to analyze the effectiveness of their communication programs and recommend strategies for improving and enhancing their efforts.

NSPRA has more than 30 chapters across the United States that provide local professional development and networking opportunities. NSPRA is a member of the Learning First Alliance and the Universal Accreditation Board. The association also maintains collaborative working relationships with other national education associations and corporate communication professionals.

The Flag of Learning and Liberty is a national education symbol developed by NSPRA during its 50th Anniversary Year. On July 4, 1985, the Flag of Learning and Liberty flew over the state houses of all 50 states to symbolize America's commitment to education and a democratic, free society.

☐Student Learning and Achievement
☒Health and Safety of Students and Schools
☐Credibility and Communication
☐Fiscal Solvency, Accountability and Integrity

☐Consent
☒Action/Discussion
☐Information/Discussion
☐Public Hearing

SUBJECT: Physical Education Program Presentation

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Buck Roggeman, Director of Curriculum and Special Projects

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RECOMMENDATION:

The District Administration recommends the Board receive information regarding the Physical Education program at Pacific Grove Unified School District.

INFORMATION:

The Board of Education requested a presentation from the P.E. departments, with specific focus on the following:

- Curriculum being used
- Key goals for the departments for the year
- Samples of instructional strategies

FISCAL IMPACT;

None

Pacific Grove Elementary Schools

Physical Education Department

2023

Curriculum

The Pacific Grove Physical Education Department uses the California Department of Education Standards for Physical Education as its framework for accomplishing the department's goals for students in grades K - 5. In addition to these standards, the Physical Education Department also implements the Toolbox Program for social / emotional development, and the California Dairy Council to provide basic nutritional guidelines and recommendations. Finally, the Physical Education Teachers report the 5th grade fitness scores using the FitnessGram software and standards.

Goals

The Physical Education teachers set goals that are designed to meet the current year's students at their current level of physical**,** emotional, and social behavior, then help each student and each grade succeed in these areas enough to progress to the next level and grade. For 5th grade, the goals adjust to helping these students prepare for the expectations of middle school physical education programs and for the Fitnessgram fitness testing that is mandated by the state for 5th, 7th, and 9th grade students.

Instructional Strategies

The instructional strategies in physical education are designed to promote fitness, safety, and confidence in physical and social skills. At Robert Down School a consistent routine of Jogging for fitness/ cardiovascular health, social / emotional skill development (Toolbox Tuesdays, "Tell me something Good" Fridays), lesson explanation and demonstration, and participation in an individual, partnered, or group skill for repetition of skills to be focused on for that unit.

Forest Grove school is similar in many ways to Robert Down in that we try to focus on a specific skill set every day. Very often our classes are split into two, to emphasize smaller classes. This way we can fit into a smaller area and utilize the equipment we have so everyone can participate fully. We want to emphasize safety, and strategizing ways to include everyone participating for as many minutes as possible within the limited time frame. Sportsmanship and participation are the two guiding principles we use in grading and what we emphasize and encourage each and every day.

Samples / Examples / Evidence of Curriculum

Instructional examples of the Robert Down Physical Education Program are available in both video and written format. The Pandemic gave our department the opportunity to video and describe every lesson for our students in the event they must homeschool. 216 videos, available on Vimeo, and accompanying documentation are available to any staff, administrator, or student.

You can find examples of the Forest Grove Elementary program on Screencastify where we were able to work with our students online and feature ideas to keep them moving during a time where everyone was encouraged to stay inside often. We made 60 videos with various activities.

P.E. Year curriculum by month

August: K-2: playground rules, poly spots, , Hula hoop cars, large motor skills
3-5: 4-square, tetherball, basketball

September: K-2: large motor skills, partners moving in space, jump rope, tag games
3-5: basketball “Respect”, “out”, “Around the World”, Jump rope, Capture

October: K-2: Bowling, Frisbee, Frisbee pyramid, Bocci
3-5: Boot Camp, Frisbee, Bocci

November: K-2: Soccer, Kicking, “Round up”
3-5: Soccer “give and go”, Kicking, punting, “Dog Catcher”
5th: Swim unit at PG High

December: K-2: Tossing underhand, Toss golf course, Snakes, Birds, Bunnies
3-5: Human Juggling, Football pitches and passes

January: K-5: Tumbling, Nutrition
K-2: Hand as paddle
3-5: Paddle tennis

February: K-2: Throw and catch, low and high, parachutes,
3-5: Volleyball, parachute launches
K-5: Boot camp

March: K-5: Batting and fielding, Bootcamps, egg hunt

April: K-5: Frisbee, Frisbee golf, Hygiene (3-5)
Spin jammers (K-2)
Fitnessgram - 5th grade

May: K-5: Kick and retrieve (k-2)
Bucket Ball (3-5)
Asteroids
Favorite games and activities

Five Year Program Plan

			K	1	2	3	4	5
Social Interaction	4.1	Self-discipline		xx				
	4.2	Cooperation		xx				
	4.3	Sportsmanship				xx		
	4.4	Winning and Losing			xx			
	4.5	Respect for equipment	xx					
Body Management	5.1	Non-Locomotor	xx					
	5.2	Body awareness	xx					
	5.3	Spatial Awareness	xx					
	5.4	Use of Space			xx			
	5.5	Quality of Movement						
	5.6	Relationship of Body to other objects				xx		
	5.7	Basic dance Patterns					xx	
	5.8	Tumbling					xx	
	5.9	Rope Jumping				xx		
Game and Sport Skills	6.1	Follow Directions	xx					
	6.2	Knowledge of Safety and rules		xx				
	6.3	Member of team					xx	
	6.4	Partcipate In Games and Sports					xx	

XX indicates the year when the objective is to be mastered. Many objectives will be worked on during all years preceding mastery and even after mastery has been achieved for retention.

PGMS PE

Chip Dorey/ Brandon Rosa

Dezi Pettas/Adan Hull

Curriculum Being Used:

California State Standards: <u>Main Guiding Curriculum used.</u>

Example 7th Grade:

STANDARD 1	**Students demonstrate the motor skills and movement patterns needed to perform a variety of physical activities.**

Manipulative Skills

1.1 Demonstrate mature techniques for the following patterns: overhand, sidearm, and underhand throwing; catching; kicking/punting; striking; trapping; dribbling (hand and foot); and volleying.

Other curriculum:

1) Net Generation Tennis Curricula
   a) https://netgeneration.usta.com/schoolscurriculum
2) Planned Parenthood for Sex Ed.
3) D.A.R.E with Officer Hanks (Drugs and Alcohol)
4) My Plate (Nutrition)

Key Goals for Middle School PE 2022/23

-To provide a wide range of sport, exercise, and fitness experiences that will help students find a passion for physical activity they can incorporate into their lives for a healthier and happier lifestyle.

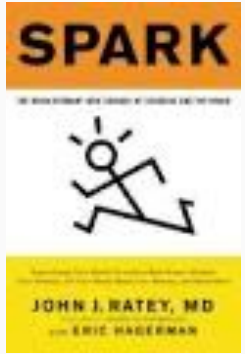
- Collaboration/ cooperative learning

- Build and understand Cardiovascular Endurance through Running.

- Skill development/ technique

- Student success

- Accountability



Instructional Strategies: Running

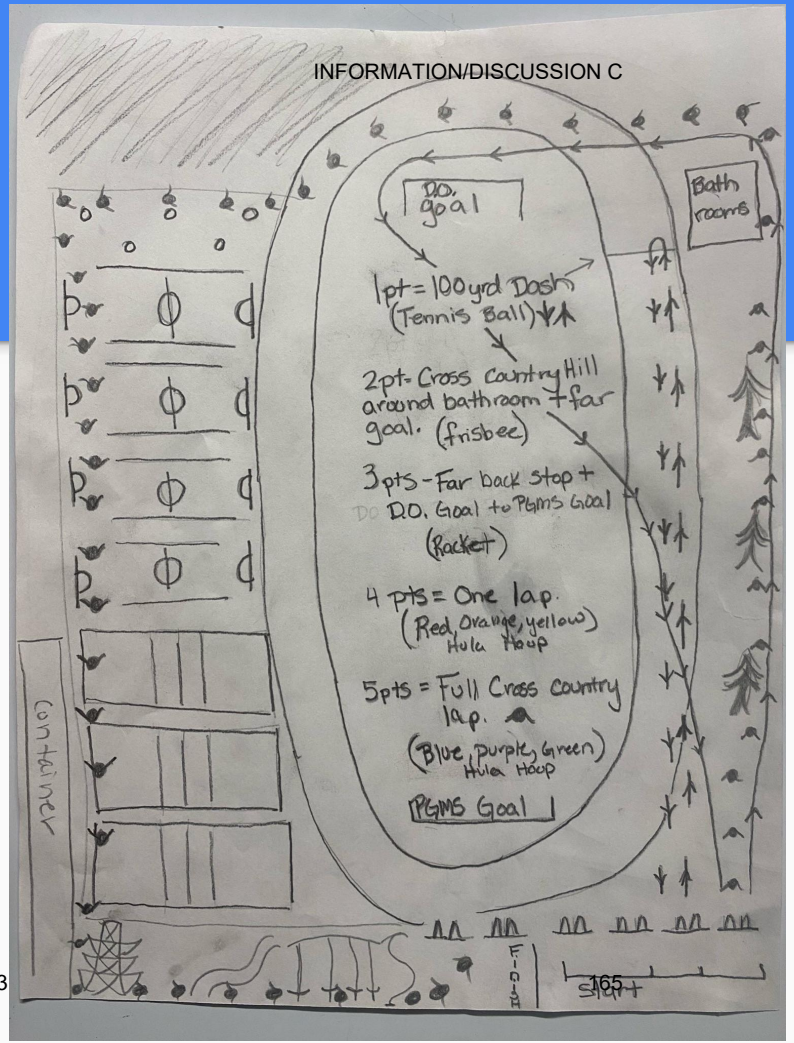
-Choice

-Data collection and analysis

-Goal Setting

-Success

-Challenge all students



Instructional Strategies Con’t:

-Class grouping/Teams

-Group Projects/ collaboration/ Peer instruction

-Weekly Schedule

-Competition

-Student examples

-Scholarly Articles/ discussions

-Modify

-Adapt

-Diagrams/ Charts

-Evaluation/Reflection

-Self awareness/ Safety

Questions, comments, ? 😁

PGHS PHYSICAL EDUCATION

2023 CURRICULUM FOR HIGH SCHOOL PHYSICAL EDUCATION at PACIFIC GROVE HIGH SCHOOL

Ms. Donna O'Donnell-Smith and Mr. John Martine

PHYSICAL EDUCATION MISSION STATEMENT FOR PACIFIC GROVE HIGH SCHOOL

"Our Mission is to provide a successful physical education program to the students at Pacific Grove High School that promotes a healthy environment, and to teach our students how to take care of their bodies and minds as they prepare for their future as a successful student and young adult."

COURSE 1: FITNESS AND INDIVIDUAL/ DUAL SPORTS (9th Grade Only)

- This course focuses on teaching fitness, and individual/ dual sports activities to 9th grade students. These sports include pickleball, golf, tennis, badminton, dance, track and field, self defense and wrestling.
- Aquatics is as part of this class and is required by the State of California. Fitness is also required on a daily basis to help prepare the students for their mandated California State Physical Fitness testing in the Spring. They are tested on 6 different areas of fitness.
- This class also meets once a week for Health, which fulfills their requirement for graduation. This class counts as one of two years in Physical Education, which is required for graduation in the State of California.

COURSE 2: TEAM SPORTS and INTRODUCTION to WEIGHT TRAINING (Primarily 10th grade, but also 11th and 12th)

- This course focuses on instruction and participation in different types of team sports such as basketball, soccer, softball, volleyball, flag football, indoor hockey, lacrosse and Ultimate Frisbee.
- Students are also instructed on weight room safety, basic weight training techniques, and education on specific muscle groups that are targeted while participating in a weight training program.
- These classes count as year 2 of the necessary Physical Education requirements for graduation in the State of California. They can also be taken for elective credits by 11th and 12th grade students.

COURSE 2: AEROBIC and RHYTHMIC DANCE (10th, 11th and 12th Grade)

- This course focuses on techniques, choreography, and performance of dance skills. A wide variety of genres are taught along with small group choreography.
- Aerobics, stretching, yoga, ballet, jazz, hip-hop, and Latin style dances are taught to the students in this class.
- This course also counts as year 2 for the California State requirements in Physical Education and can be taken for elective credits for 11th and 12th grade students as well.

TEACHING GOALS FOR PHYSICAL EDUCATION at PGHS

- ***B**uild* confidence and help each student find enjoyment in physical education.
- ***R**espect* and follow California standards and testing to ensure success.
- ***E**nhance* successful social and communication skills during class and beyond.
- ***A**ccomplish* the individual goals for each physical education class at PGHS.
- ***K**now* what it takes to be a healthy, active and substance free student at PGHS.
- ***E**ducate* each student properly during physical education classes at PGHS.
- ***R**eflect* after each day and keep our classes successful on a daily basis.
- ***S**upport* each student in finding ways to stay active and live a healthy lifestyle after leaving high school.

INSTRUCTIONAL STRATEGIES

- In our physical education classes at Pacific Grove High School we focus on safety, equity, discipline, daily routines, socialization, good hygiene, personal achievements and positive reinforcements with all of our students. This leads to students becoming responsible, active, positive, healthier and confident about being in class.
- We teach dynamic and static stretching for proper warm-ups and cool-downs. Proper movements and skills are taught to each student regardless of level of experience, along with the rules and regulations for activities required to be successful during exercising and competition in each unit being taught.
- We are teaching our students about which sports, fitness and physical activities are available to them at school, the city of Pacific Grove, surrounding towns, and wherever they may choose to go after high school. This ensures them the knowledge to prepare for the next step in life as a young adult.

☐Student Learning and Achievement
☒Health and Safety of Students and Schools
☒Credibility and Communication
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☐Consent
☐Action/Discussion
☒Information/Discussion
☐Public Hearing

SUBJECT: Quarterly District Safety Update

DATE: April 6,2023

PERSON(S) RESPONSIBLE: Barbara Martinez, Safety Director

RECOMMENDATION:

The District Administration recommends that the Board review and be informed of Pacific Grove Unified School District activities and protocols related to school safety.

INFORMATION:

Each year, a safety update is provided to the board which outlines district-wide safe schools, professional development opportunities for staff, and Monterey County safety updates. In 2021-2022 The Monterey County Safe School Coalition was formed with a goal to standardize policies, practices and protocols throughout Monterey County to promote synergies with community partners, and develop a common language. The Coalition has since been developing tools and forms that Monterey County school districts and municipal partner agencies will utilize in order to improve communication, and respond to mental health and safety needs.

The 2022-2023 safety update to the board will provide valuable information regarding the newly formed Monterey County Safety Coalition, and the implementation plan for districts. Also included in this presentation is the 2023-2024 timeline for local safe schools implementation for PGUSD.

FISCAL IMPACT:

$4,125 budgeted Safety Fund

PGUSD
Safety Update

April 06, 2023

Barbara Martinez, Safety Director

Monterey County Office of Education Safe and Healthy Schools Coalition

Mission:

The Monterey County Office of Education seeks to bolster all areas of school and community health and safety through a multi-agency collaborative that meets regularly to discuss and develop common language, tools, and forms that Monterey County school districts and partner agencies will utilize in order to improve communication and response to all health and safety needs.

Partner Agencies

Monterey County School Districts
24 Districts serving, approximately 74,700 students

Higher Educational Institutions:
California State University Monterey Bay, Hartnell Community College, and Monterey Peninsula College

American Medical Response

Monterey County Counsel

Monterey County Peace Officers Association
California State University Monterey Bay Police Department, Carmel Police Department, Del Rey Oaks Police Department, Greenfield Police Department, Gonzales Police Department, King City Police department, Marina Police Department, Monterey County Sheriff's Department, Monterey Police Department, Pacific Grove Police Department, Salinas Police Department, Seaside Police Department, Soledad Police Department

Monterey County Behavioral Health

Monterey County Board of Supervisors

Monterey County Firefighters Association
Cal Fire San Benito-Monterey Unit, Carmel-by-the-Sea Fire Department, Carmel Valley Fire Protection District, Fort Hunter Liggett Fire Department, Greenfield Fire Department, King City Fire department, Marina Fire Department, Monterey Airport Fire Department, Monterey Fire Department, Mid Coast Fire Brigade, Monterey County Regional Fire District, North County Fire Protection District, Presidio of Monterey Fire department, Salinas Fire department, Seaside Fire Department, Soledad Fire Department

Monterey County District Attorney's Office

Monterey County Health and Human Services Department

Monterey County Health Department and the Office of Emergency Services

Monterey County Probation Department

Monterey County Superintendent's Council

Stop the Violence Grant

Grant Objectives:

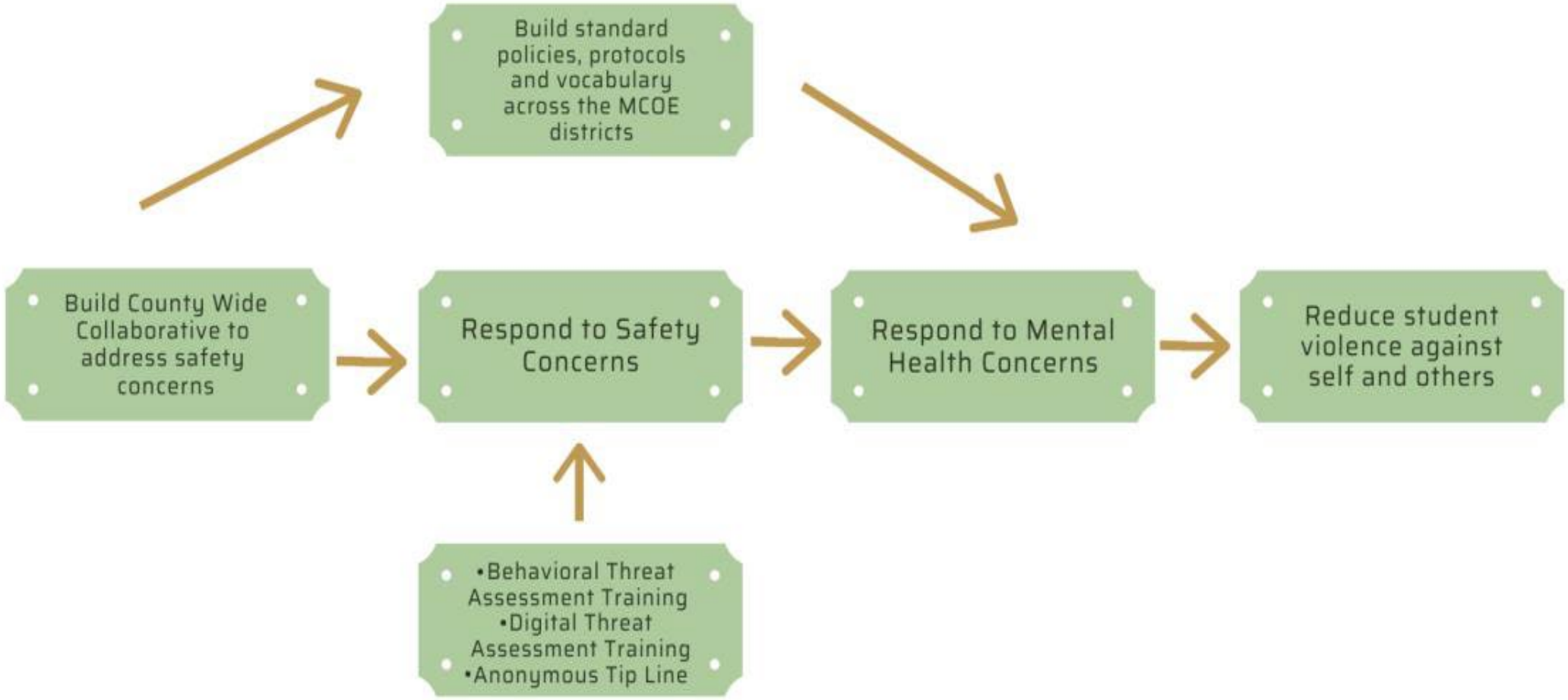
•Standardize policies, practices and protocols, as much as possible,
to promote synergies with community partners

•Develop common language, tools and forms that Monterey County school districts and partner agencies will utilize in order to improve communication and respond to mental health and safety needs

•Identify and address safety needs of Monterey County youth, to work across agencies to implement best practices in emergency response and mental health

•Provide concise school safety information, located in one place

- Utilize common language in schools across the entire county
- Support schools with legal framework for lawful information-sharing
- Implement best practices related to emergency response, physical, and mental health
- Host monthly meetings where partner agencies and school safety leaders discuss all aspects of school safety, receiving needed updates and appropriate trainings
- Offer ongoing safety trainings for school district personnel


Build standard policies, protocols and vocabulary across the MCOE districts
Build County Wide Collaborative to address safety concerns
Respond to Safety Concerns
Respond to Mental Health Concerns
Reduce student violence against self and others
•Behavioral Threat Assessment Training
•Digital Threat Assessment Training
•Anonymous Tip Line

County-Wide Safety Priorities:

- Data Sharing Agreement
- Common Trauma Informed Response Protocols
- Big Five Training
- Active Shooter Training (Big Five and FBI)
- Digital Threat Assessment and Social Media Safety Training
- Stop the Bleed Training
- Strengthening Relationship with OES (Office of Emergency Services)
- On-going COVID Response

PGUSD Partners with Kimball and Associates

Objective:

- To provide feedback on existing policies, procedures, and practices with regard to the existing drill plan for safe schools before the end of the 2023 school year.

- This will be accomplished through observations of the existing safe school drills and attendance to preparatory/debrief meetings associated with the Pacific Grove Unified School District from March 2023 through the end of the school year.

Goal:

- To identify strengths, weaknesses, observations, and potential threats in the current operation of policies, procedures, and practices of existing drills (format, planning, execution, and debriefing)

PGUSD Safety Drills

- 36 district wide site drills to date

Forest Grove

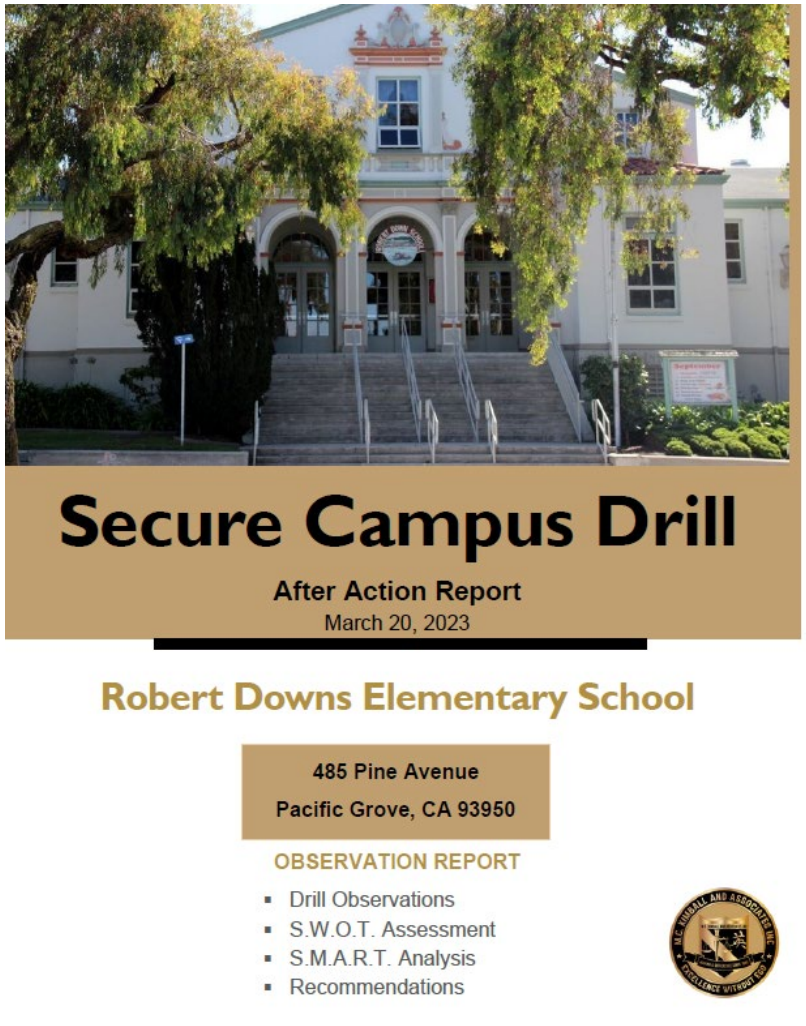
March 16, Shelter In Place Drill with Observation

March 20, Debrief with Staff

Robert Down

March 20, Secure Campus Drill with Observation

April 03, Debrief Staff



Continuing 2023-2024

- Complete site threat and risk assessment
- District-wide safety needs assessment
- Board Presentation with findings from site drills and evaluation
- Site level implementation of suggestions from findings
- Big Five Train the Trainer with all sites
- MCOE Safer Schools Together administers social media training for educators and parents
- All staff trained in Behavioral Threat Assessment
- Anonymous reporting tool for all schools county wide
- All districts in Monterey County will have their Comprehensive School Safety Plans and Emergency Operation Protocols reviewed and updated through the coalition

Thank You!

Questions?

☒Student Learning and Achievement
☒Health and Safety of Students and Schools
☐Credibility and Communication
☐Fiscal Solvency, Accountability and Integrity

☐Consent
☐Action/Discussion
☒Information/Discussion
☐Public Hearing

SUBJECT: California Healthy Kids Survey Results 2022-2023

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Buck Roggeman, Director of Curriculum and Special Projects

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RECOMMENDATION:

The District Administration recommends the Board review and discuss the information from the 2022-2023 California Healthy Kids Survey.

BACKGROUND:

Pacific Grove Unified School district administers the California Healthy Kids Survey every year. An excellent description of the survey is found on the California Department of Education CHKS website, "The California Healthy Kids Survey (CHKS) is an anonymous, confidential survey of school climate and safety, student wellness, and youth resiliency. It is administered to students at grades five, seven, nine, and eleven. It enables schools and communities to collect and analyze data regarding local youth health risks and behaviors, school connectedness, school climate, protective factors, and school violence. The CHKS is part of a comprehensive data-driven decision-making process on improving school climate and student learning environment for overall school improvements."

Districts are required to administer the survey to receive Tobacco-Use Prevention Education (TUPE) funding.

INFORMATION:

Pacific Grove Unified School District administered the California Healthy Kids Survey to students in grades five, seven, nine, and eleven in November and early December 2022. Students in all grades at Community High School participated in the survey. PGUSD also administered the staff and family versions of the survey during the same time.

Fifth grade students must receive "active permission" from parents, meaning that parents return a permission slip indicating that their children may participate in the survey. Middle School and High School families receive an informational letter that includes a form allowing parents to prohibit their child's participation in the survey. The parent information letters at all grades refer families to PGUSD's California Healthy Kids Survey information page where links to the survey are available. PGUSD administers the core survey and none of the other modules that are available.

Links to the core surveys and more information about is available at this link: CHKS information and survey links

The data from the California Healthy Kids Survey is used by our school sites to determine program needs related to school climate, safety, and student wellness. At the district level, this data is one of the metrics used in our Local Control Accountability Plan to measure our progress toward goal 2 which focuses on social emotional learning.

FISCAL IMPACT:

The cost of the survey for 2022-2023 is $2,173 paid out of the general fund.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

A PARTNERSHIP IN EXCELLENCE

California Healthy Kids Survey 2023

Pacific Grove High School

Pacific Grove Community High School

Pacific Grove Middle School (PGMS)

Forest Grove Elementary School

Robert Down Elementary School

Topics

Perceived School Safety

School Connectedness

Academic Motivation

Caring Adult Relationships

Promotion of Parental Involvement

No Substance Use at School

*Response Rate PGHS, PGCHS 80% (2019 76%, 2021 85%)

PGMS Response rate - 2023 93% 2022 87% 2021 81%

PGMS: (Bold are Areas of Focus based on the data)

Perceived School Safety 74% up from 69% (State average 2017-2019 61%)*

School Connectedness 69% up from 67% (State average 2017-2019 62%)

Academic Motivation 69% up from 68% (State average 2017-2019 75%)

Caring Adult Relationships 67% up from 62% (State average 2017-2019 61%)

Promotion of Parental Involvement 57% down from 63% (State average 2017-2019 59%)

*State data is for "middle schools"

PGHS

School Perceived As Very Safe or Safe 68% down from 69% (State average 2017-2019 54%)*

School Connectedness 56% down from 58% (State average 2017-2019 55%)

Academic Motivation 60% down from 63% (State average 2017-2019 72%)

Caring Adult Relationships 59% up from 55% (State average 2017-2019 58%)

Promotion of Parental Involvement 48% up from 46% (State average 2017-2019 44%)

*State data is for “high schools”

PGCHS

School Perceived As Very Safe or Safe 100% up from 63% (State average 2017-2019 56%)*

School Connectedness 98% up from 63% (State average 2017-2019 49%)

Academic Motivation 75% up from 58% (State average 2017-2019 63%)

Caring Adult Relationships 100% up from 79% (State average 2017-2019 57%)

Promotion of Parental Involvement 79% up from 65% (State average 2017-2019 48%)

*State data is for “non-traditional schools”

Forest Grove Elementary

Caring Relationships 75% (State average 2022-23 71%) +2%

School Connectedness 77% (State average 2022-23 70%) -7%

Academic Motivation 93% (State average 2022-23 76%) +5%

Perceived School Safety 74% (State average 2022-23 **74%)* +3%**

Promotion of Parental Involvement 92% (State average 2022-23 78%) +25%

*State data is for Elementary Schools.

Forest Grove Elementary

Areas of focus

School Connectedness 77% (State average 2022-23 70%) -7%

- Increase classroom and school scholar choice & voice

Rule Clarity 74% (State average 2022-2023 74%) +8%

- SOAR - Safe, On-task, Accountable, Respectful & Toolbox
  - falcon feather recognitions
  - assemblies
  - banners

Robert H. Down Elementary

- Perceived School Safety 80% down from 86% (Statewide 74%)
- Anti-bullying Climate 78% up from 77% (Statewide 68%)
- School Connectedness 79% up from 78% (Statewide 70%)
- Academic Motivation 90% down from 91% (Statewide 83%)
- Caring Adult Relationships 74% same as last year (Statewide 71%)
- Promotion of Parental Involvement 92% districtwide (Statewide 78%)
- Students Feeling *Frequent* Sadness 16% up from 14% (Statewide 28%)

Robert H. Down Elementary: Areas of Focus

- **Anti-Bullying Climate 78% (Statewide 68%)**
  - Continue counselor in classrooms for Circle of Caring
  - Increase Playground Captain training for Toolbox
  - Rule Clarity and Behavior Incentives
- **School Connectedness 79% (Statewide 70%)**
  - Student Advisory each month
  - Begin 5th grade Sunrise and Sunset goal setting
  - Garden Rangers and other campus leadership

☐Student Learning and Achievement
☒Health and Safety of Students and Schools
☐Credibility and Communication
☐Fiscal Solvency, Accountability and Integrity

☐Consent
☐Action/Discussion
☒Information/Discussion
☐Public Hearing

SUBJECT: California School Board Association June 2022 Policy Updates

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends the Board review the California School Board Association policy updates from June 2022.

INFORMATION:

Information/Discussion April 6, 2023
Consent Agenda April 20, 2023

CSBA employs several full-time staff to keep its sample policy manual updated. It updates approximately 100 polices every year to stay up to date with changes in the law and publishes these updates in four bundles called "policy update packets." These are issued four times a year: March, June, September, and December, as well as any special updates as needed. Subscribers to GAMUT Policy Plus receive announcements every time CSBA issues a policy update packet and can access the packet by logging into their proprietary site.

CSBA encourages districts to review each update packet once it's issued to see which policies the district may need to update. Districts can review a "guide sheet" that lists the changes that CSBA has made as well as the text in the policies themselves to determine which policies they want to update. Once they determine this, they can prepare drafts of the new policies to send to their board for review and adoption. By reviewing each CSBA policy update packet and taking action accordingly, districts can ensure that they policy manual is always accurate and up-to-date. CSBA encourages districts to establish a consistent process for reviewing, processing, and approving update packets so that they never fall behind on their policies.

The Board directed Administration to have each Administrator review the policies for his/her department. The current batch of updates is from June 2022. Recommended updates will be brought to ongoing meetings until the Board has caught up with the CSBA updates.

The following Policies, Regulations and Exhibits were reviewed by the appropriate Administrator, recommendations accepted, no additional changes.

Regulation 1312.4 Williams Uniform Complaint Procedures
- Reviewed by Superintendent Porras.

Exhibit 1312.4 Williams Uniform Complaint Procedures

- Reviewed by Superintendent Porras.

Policy 3110 Transfer of Funds

- Reviewed by Assistant Superintendent Jorn

Policy 3523 Electronic Signatures- NEW

- Reviewed by Director of Technology Systems Louis Algaze.

Regulation 3523 Electronic Signatures- NEW

- Reviewed by Director of Technology Systems Louis Algaze.

Policy 3550 Food Service/Child Nutrition Program

- Reviewed by Nutrition Director Stephanie Lip.

Regulation 3550 Food Service/Child Nutrition Program

- Reviewed by Nutrition Director Stephanie Lip.

Policy 3551 Food Service Operations/Cafeteria Fund

- Reviewed by Nutrition Director Stephanie Lip.

Regulation 3551 Food Service Operations/Cafeteria Fund

- Reviewed by Nutrition Director Stephanie Lip.

Policy 3553 Free and Reduced Price Meals

- Reviewed by Nutrition Director Stephanie Lip.

Regulation 3553 Free and Reduced Price Meals

- Reviewed by Nutrition Director Stephanie Lip.

Regulation 4112.2 Certification

- Reviewed by Director II of Human Resources Billie Mankey.

Regulation 6173.1 Education for Foster Youth

- Reviewed by Director of Student Services Clare Davies.

Regulation 1312.4: Williams Uniform Complaint Procedures **Status:** ADOPTED

Original Adopted Date: 11/01/2010 **| Last Revised Date:** ~~05~~06/01/~~2020~~2022 **| Last Reviewed Date:** ~~05~~06/01/~~2020~~2022

CSBA NOTE: Education Code 35186 mandates that districts establish policies and procedures to address complaints regarding insufficiency of textbooks and instructional materials, teacher vacancy or misassignment, and emergency or urgent facilities conditions that pose a threat to the health and safety of students or staff. When such a complaint is filed with the district, the district is required to investigate and resolve the complaint in accordance with the Williams uniform complaint procedures established pursuant to 5 CCR 4680-4687.

It is recommended that districts use these procedures only for complaints specified in law and this administrative regulation. See BP/AR 1312.3 - Uniform Complaint Procedures for a discussion of the types of complaints subject to the uniform complaint procedures established pursuant to 5 CCR 4600-4670. For procedures related to complaints about employees, see BP/AR 1312.1 - Complaints Concerning District Employees. For complaints concerning the district's adoption and selection of specific instructional materials, see BP/AR 1312.2 - Complaints Concerning Instructional Materials. For complaints regarding the district's nutrition program, see BP 3555 - Nutrition Program Compliance.

Types of Complaints

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following:

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: (Education Code 35186; 5 CCR 4681)

    a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.

    b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.

    c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.

    d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)

    a. A semester begins and a teacher vacancy exists.

    b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.

    c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

CSBA NOTE: 5 CCR 4600, as amended by Register 2020, No. 21, revises the definition of "beginning of the year or semester" as provided below

Beginning of the year or semester means the ~~first day classes necessary to serve all the students enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after~~time period from the first day students attend classes for ~~that semester. (5 CCR 4600)~~a year-long course or semester-long course though not later than 20 business days afterwards.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

~~1.~~3. Complaints regarding the condition of school facilities, including any complaint alleging that: (Education Code 35186; 5 CCR 4683)

a. A condition poses an emergency or urgent threat to the health or safety of students or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

CSBA NOTE: The following optional paragraph is for use by districts that maintain any of grades 6-12~~.~~, and may be revised to reflect the grade levels served by the district.

Pursuant to Education Code 35292.6 ~~requires~~, as added by AB 367 (Ch. 664, Statutes of 2021), before the start of the 2022-23 school year, a school that serves any of grades 6-12 ~~and meets a 40 percent student poverty threshold, as defined in 20 USC 6314,~~is required to stock ~~at least 50 percent of~~ the

school's restrooms with feminine hygiene menstrual products for use in connection with the menstrual cycle, and to not free of charge students for such products.. See AR 3517 - Facilities Inspection.

Although Education Code 35292.6 does not require a complaint process, it is recommended that the Williams uniform complaint procedures be used to address any allegation of noncompliance with Education Code 35292.6 in order to ensure consistency in the procedures that districts use to address allegations of noncompliance with all restroom maintenance requirements.

In any district school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, as defined in 20 USC 6314, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to stock, at all times, at least halfstock and make available and accessible free of cost, an adequate supply of the restrooms in the school with feminine hygienemenstrual products and to not charge students for the use of such products.in every women's and all-gender restroom, and in at least one men's restroom. (Education Code 35292.6)

Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)

CSBA NOTE: Education Code 35186 requires that the district's complaint form contain the elements stated in the following paragraph. In addition, Education Code 35186 requires that a notice be posted in each classroom in each school in the district, as specified below. See the accompanying exhibits for a sample form and classroom notice.

The Superintendent or designee shall ensure that the district's complaint form specifies the location for filing a complaint and contains a space to indicate whether the complainant desires a response to the complaint. A complainant may add as much text to explain the complaint as desired. (Education Code 35186; 5 CCR 4680)

The Superintendent or designee shall post in each classroom in each school a notice containing the components specified in Education Code 35186. (Education Code 35186;))

Filing of Complaint

CSBA NOTE: Education Code 35186 requires that complaints be investigated and resolved within the timelines specified below. During the Federal Program Monitoring (FPM) process, CDEthe California Department of Education (CDE) staff will expect to see statements regarding the filing of the complaint, the investigation, timelines, and the complainant's right to appeal to the Governing Board and to appeal facilities complaints to CDE, as detailed in the following section and the section "Investigation and Response" below.

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee at the school in which the complaint arises. A complaint about problems beyond the authority of the principal shall be forwarded to the Superintendent or designee in a timely manner, but not to exceed 10 working days. Complaints may be filed anonymously. (Education Code 35186; 5 CCR 4680)

Investigation and Response

The principal or a designee of the Superintendent shall make all reasonable efforts to investigate any problem within the principal's or designee's authority. (Education Code 35186; 5 CCR 4685)

The principal or Superintendent's designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the principal or Superintendent's designee shall ~~report the~~send written resolution of the complaint to the mailing address of the complainant as indicated on the complaint within 45 working days of the initial filing of the complaint. If the principal makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

CSBA NOTE: Education Code 48985 specifies that, when 15 percent or more of the students enrolled in a particular school speak a single primary language other than English, all notices, reports, statements, or records sent to the parents/guardians of such students be written in English and in the primary language. Education Code 35186 requires that, when Education Code 48985 is applicable, any response requested by the complainant must be written in English and in the primary language in which the complaint was filed.

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in ~~item~~Item #3a in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

Reports

CSBA NOTE: During the FPM process, CDE staff will expect to see the following statement.

On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly scheduled ~~public~~ Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code 35186; 5 CCR 4686)

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4680-4687	Williams uniform complaint procedures

Ed. Code 1240	County superintendent of schools; duties
Ed. Code 17592.72	Urgent or emergency repairs~~,~~; School Facility Emergency Repair Account
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 33126	School accountability report card
Ed. Code 35186	Williams uniform complaint ~~procedure~~procedures
Ed. Code 35292.5-35292.6	Restrooms~~,~~; maintenance and cleanliness
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 60119	Hearing on sufficiency of instructional materials

Federal	**Description**
20 USC 6314	Title I schoolwide program

Management Resources	**Description**
Website	State Allocation Board, Office of Public School Construction
Website	California Department of Education, Williams Case
Website	California County Superintendents Educational Services Association
Website	CSBA

Cross References

Code	**Description**
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1100	Communication With The Public
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2-E PDF(1)	Complaints Concerning Instructional Materials
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
1340	Access To District Records
1340	Access To District Records
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies

3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3517	Facilities Inspection
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4112.2	Certification
4112.2	Certification
4112.22	Staff Teaching English Learners
4113	Assignment
4113	Assignment
4144	Complaints
4144	Complaints
4244	Complaints
4244	Complaints
4344	Complaints
4344	Complaints
6142.92	Mathematics Instruction
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E PDF(1)	Selection And Evaluation Of Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
9000	Role Of The Board
9012	Board Member Electronic Communications
9200	Limits Of Board Member Authority
9322	Agenda/Meeting Materials

Exhibit 1312.4-E(2): Williams Uniform Complaint Procedures **Status:** ADOPTED

Original Adopted Date: 11/01/2010 | **Last Revised Date:** ~~03~~06/01/~~2019~~2022 | **Last Reviewed Date:** ~~03~~06/01/~~2019~~2022

CSBA NOTE: Education Code 35186 creates the Williams uniform complaint procedures for the filing of complaints concerning deficiencies in textbooks or instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The following form contains elements required by Education Code 35186 and 5 CCR 4681-4683. During the Federal Program Monitoring process, California Department of Education staff will check to ensure that the complaint form includes all of the elements specified below.

K-12 COMPLAINT FORM:
WILLIAMS UNIFORM COMPLAINT PROCEDURES

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? ___ Yes ___- No

Contact information: (if response is requested)
Name: _____
Address: _____
Phone number: Day: _____ Evening: _____
E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:
School name/address: _____
Course title/grade level and teacher name: _____
Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)

    - A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.

    - A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each

student.

- Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.

- A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4682)

   - A semester begins and a teacher vacancy exists. A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

   - A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.

   - A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

3. Facilities conditions: (Education Code 17592.72, 35186, 35292.5, 35292.6; 5 CCR 4683)

   - A condition exists that poses an emergency or urgent threat to the health or safety of students or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; and any other condition deemed appropriate by the district.

   - A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers.

CSBA NOTE: The following optional item is for districts that choose to use the ~~William~~Williams uniform complaint procedures to address complaints alleging noncompliance with requirements to stock restrooms at certain schools with ~~feminine hygiene~~menstrual products pursuant to Education Code 35292.6; see the accompanying administrative regulation.

   - For a school ~~that serves students in~~ serving any of grades 6-12 ~~with 40 percent of more of its students from low-income families, as defined~~, the school has not ~~stocked at least half of its restrooms with feminine products~~ , at all times, stocked and made ~~those products~~ available ~~to students at no~~ and accessible free of cost, an adequate supply of menstrual products in every women's and all-gender restroom, and in at least one men's restroom.

   - The school has not kept all restrooms open during school hours when students are not in classes and has not kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when temporary closing of the restroom is necessary for student safety or to make repairs.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of students or staff.

_____

_____
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_____

CSBA NOTE: Education Code 35186 requires that complaints be filed with the principal or designee and that the complaint form specify the location for filing the complaint. Districts should specify the name and/or location in the spaces below.

Please file this complaint at the following location:

_____
(principal or designee)

_____
(address)

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

_____ _____
(Signature) (Date)

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 4600-4670	Uniform complaint procedures
5 CCR 4680-4687	Williams uniform complaint procedures
Ed. Code 1240	County superintendent of schools, duties
Ed. Code 17592.72	Urgent or emergency repairs~~,~~; School Facility Emergency Repair Account
Ed. Code 234.1	Student protections relating to discrimination, harassment, intimidation, and bullying
Ed. Code 33126	School accountability report card
Ed. Code 35186	Williams uniform complaint procedure
Ed. Code 35292.5-35292.6	Restrooms~~,~~; maintenance and cleanliness
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 60119	Hearing on sufficiency of instructional materials

Federal	Description
20 USC 6314	Title I schoolwide program

Management Resources	Description
Website	State Allocation Board, Office of Public School Construction
Website	California Department of Education, Williams Case
Website	California County Superintendents Educational Services Association
Website	CSBA

Cross References

Code	Description
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1100	Communication With The Public
1250	Visitors/Outsiders
1250	Visitors/Outsiders
1312.2	Complaints Concerning Instructional Materials
1312.2	Complaints Concerning Instructional Materials
1312.2-E PDF(1)	Complaints Concerning Instructional Materials
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
1340	Access To District Records
1340	Access To District Records
3270	Sale And Disposal Of Books, Equipment And Supplies
3270	Sale And Disposal Of Books, Equipment And Supplies
3514	Environmental Safety
3514	Environmental Safety
3514.2	Integrated Pest Management
3517	Facilities Inspection
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
4112.2	Certification
4112.2	Certification
4112.22	Staff Teaching English Learners
4113	Assignment

4113	Assignment
4144	Complaints
4144	Complaints
4244	Complaints
4244	Complaints
4344	Complaints
4344	Complaints
6142.92	Mathematics Instruction
6161.1	Selection And Evaluation Of Instructional Materials
6161.1	Selection And Evaluation Of Instructional Materials
6161.1-E PDF(1)	Selection And Evaluation Of Instructional Materials
6161.2	Damaged Or Lost Instructional Materials
9000	Role Of The Board
9012	~~Board Member Electronic Communications~~Board Member Electronic Communications
9200	~~Limits Of Board Member Authority~~Limits Of Board Member Authority
9322	~~Agenda/Meeting Materials~~Agenda/Meeting Materials

Policy 3110: Transfer Of Funds **Status:** ADOPTED

Original Adopted Date: 07/01/2009 **| Last Revised Date:** ~~03~~06/01/~~2021~~2022 **| Last Reviewed Date:** ~~03~~06/01/~~2021~~2022

CSBA NOTE: Education Code 41010 and 42600 require districts to expend funds in accordance with the classification of expenditures included in their adopted budget and in the "California School Accounting Manual~~.~~." However, in certain limited circumstances, the Governing Board may approve interfund borrowing or the transfer of money between funds. The following policy may be revised to reflect district practice.

The Governing Board recognizes its responsibility to monitor the district's fiscal practices to ensure accountability regarding the expenditure of public funds and compliance with legal requirements.

The total amount budgeted by the district for each major classification of expenditures, as listed in the California Department of Education's budget forms, shall be the maximum amount which the district may expend for that classification for the school year. (Education Code 42600)

However, when it is in the best interest of the district, the Board may:

~~1.~~ 1. At any time, adopt a written resolution providing for transfers from the designated fund balance or the unappropriated fund balance to any expenditure classification or between classifications. The resolution shall be filed with the County Superintendent of Schools and the County Auditor. (Education Code 42600)

~~2.~~ 2. Direct the temporary transfer of monies held in any district fund or account to another fund or account as necessary for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. No more than 75 percent of the maximum amount held in any fund or account during the current fiscal year may be transferred. Amounts transferred shall be repaid in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. (Education Code 42603)

~~CSBA NOTE: Education Code 42603.1, as added by SB 98 (Ch. 23, Statutes of 2020), adds the following authorization for the temporary transfer of funds for the 2020-21 and 2021-22 fiscal years, if the state defers any payments owed to districts.~~CSBA NOTE: Pursuant to Education Code 42601, the district, with the approval of the Board, may identify and request that the County Superintendent of Schools make transfers at the close of a school year in order to permit the payment of district obligations incurred during that school year, as provided in item #3 below. For elementary school districts with average daily attendance (ADA) of 900 or less, high school districts with ADA of 300 or less, or unified districts with ADA of 1,500 or less, the County Superintendent may identify and make the transfers, with the consent of the Board.

~~3. For the 2020-21 and 2021-22 fiscal years only, if the state defers any payments owed to districts, the Board may direct the temporary transfer of up to 85 percent of the maximum amount held in any fund or account during the current fiscal year for the payment of obligations. Such borrowing shall occur only when the fund or account receiving the money will earn sufficient income during the current fiscal year to repay the amount transferred. Prior to exercising this authority, the Board shall hold a public hearing and adopt a resolution authorizing such transfer. (Education Code 42603.1)~~

~~CSBA NOTE: Pursuant to Education Code 42601, the district, with the approval of the Governing Board, may identify and request that the County Superintendent of Schools make transfers at the close of a school year in order to permit the payment of district obligations incurred during that school year, as provided in item #3 below. For elementary school districts with average daily attendance (ADA) of 900 or less, high school districts with ADA of 300 or less, or unified districts with ADA of 1,500 or less, the County Superintendent may identify and make the transfers, with the consent of the Board.~~

~~4.~~ 3. At the close of a school year, request that the County Superintendent make transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification(s), or balance any expenditure classifications of the district budget as necessary for the payment of obligations incurred during that school year. (Education Code 42601)

~~5.~~ 4. If any special reserve funds that are maintained for capital outlay or other purposes pursuant to Education Code 42842 are not actually encumbered for ongoing expenses, transfer those monies into the general fund for the general operating purposes of the district. If any monies remain in the special reserve fund at the conclusion of a project, the Board may submit a written request to the County Superintendent, Auditor, and Treasurer to discontinue the special reserve fund and transfer those monies to the district's general fund. (Education Code 42841-42843)

~~6.~~ 5. Transfer monies between other funds or accounts when authorized by law.

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 16095	Transfer of district funds to district state school building fund
~~Ed. Code 41010~~	~~California School Accounting Manual~~
Ed. Code 41301	Section A state school fund allocation schedule
Ed. Code 42125	Designated and unappropriated fund balances
Ed. Code 42238-42251	Apportionments to districts
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 42600	District budget limitation on expenditure
Ed. Code 42601	Transfers between funds to permit payment of obligations at close of year
Ed. Code 42603	~~Temporary transfer~~Transfer of monies held in any fund or account to another fund; repayment
~~Ed. Code 42603.1~~	~~Temporary transfer of monies held in any fund or account to another fund; state deferrals; fiscal years 2020-21 and 2021-22~~
Ed. Code 42840-42843	Special reserve fund
Ed. Code 5200	Districts governed by boards of education

Ed. Code 52616.4	Expenditures from adult education fund
Ed. Code 78	Definition, governing board

Management Resources	**Description**
~~California~~CA Department of Education Publication	California School Accounting Manual, 2019
Website	California Department of Education
Website	CSBA
Website	Fiscal Crisis and Management Assistance Team

Cross References

Code	**Description**
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
3000	Concepts And Roles
3100	Budget
3100	Budget
3300	Expenditures And Purchases
3350	Travel Expenses
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3470	Debt Issuance And Management
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
~~9323.2~~	~~Actions By The Board~~
~~9323.2-E PDF(1)~~	~~Actions By The Board~~
~~9323.2-E PDF(2)~~	~~Actions By The Board~~

Policy 3523: Electronic Signatures **Status:** ADOPTED

Original Adopted Date: 06/01/2022 |

CSBA NOTE: The following optional board policy may be revised to reflect district practice. Pursuant to Government Code 16.5, public entities, including districts, are permitted to use digital signatures in their communications and operations. A digital signature is a type of electronic signature, as defined in Civil Code 1633.1. Any such digital or electronic signature has the same force and effect as a manual signature, provided the signature is created using acceptable technology and includes attributes specified in 2 CCR 22000-22005, as described in the accompanying administrative regulation. In addition, Civil Code 1633.1-1633.17 (Uniform Electronic Transactions Act) and 15 USC 7001-7006 (Electronic Records and Signatures in Commerce Act) provide a framework for ensuring the validity of electronic contracts and security of electronic signatures in commerce and governmental transactions.

The Governing Board believes that the use of electronic records and signatures is a convenient paperless option that can increase efficiency in commercial and administrative transactions, reduce costs, and contribute to environmental sustainability in district operations. The Board authorizes the use of electronic signatures in district operations when authorized by law.

The Superintendent or designee shall ensure that any electronic signature utilized by the district conforms with criteria described in law and that the level of security is sufficient for the transaction being conducted. (Government Code 16.5; 2 CCR 22003, 22005)

The Superintendent or designee shall retain electronic records in accordance with law and regulations, and as specified in BP/AR 3580 - District Records.

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
2 CCR 22000-22005	Public entity use of electronic signatures
5 CCR 16020-16022	Records, general provisions
5 CCR 16023-16027	District records, retention and destruction
5 CCR 430	Individual student records; definition
5 CCR 432	Student records
Civil Code 1633.1-1633.17	Uniform Electronic Transactions Act
Civil Code 1798.29	District records; breach of security
Education Code 35252-35255	Records and reports
Education Code 44031	Personnel file contents and inspection
Education Code 49060-49079.7	Student records
Education Code 8234	Electronic signatures; child care and development programs

Government Code 16.5	Electronic signatures
Government Code 6252-6265	Inspection of public records
Government Code 811.2	Definition of public entity

Federal	Description
15 USC 7001-7006	Electronic Records and Signatures in Commerce Act
20 USC 1232g	Family Educational Rights and Privacy Act of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act
34 CFR 99.1-99.8	Family Educational Rights and Privacy Act
34 CFR 300-300.818	Assistance to states for the education of students with disabilities

Management Resources	Description
California Department of Education Publications	Management Bulletin 17-13, October 2017

Cross References

Code	Description
3510	Green School Operations (BP)
3580	District Records (BP)
3580	District Records (AR)
5148	Child Care and Development (BP)
5148	Child Care and Development (AR)
5148.3	Preschool/Early Childhood Education (BP)
5148.3	Preschool/Early Childhood Education (AR)
6159.1	Procedural Safeguards and Complaints for Special Education (BP)
6159.1	Procedural Safeguards and Complaints for Special Education (AR)

Regulation 3523: Electronic Signatures **Status:** ADOPTED

Original Adopted Date: 06/01/2022 |

CSBA NOTE: The following optional administrative regulation may be revised to reflect district practice. Pursuant to Government Code 16.5, public entities, including districts, are permitted to use digital signatures in their communications and operations. A digital signature is a type of electronic signature, as defined in Civil Code 1633.1. Any such digital or electronic signature has the same force and effect as a manual signature, provided the signature is created using an acceptable technology and includes attributes specified in 2 CCR 22000-22005, as described below. In addition, Civil Code 1633.1-1633.17 (Uniform Electronic Transactions Act) and 15 USC 7001-7006 (Electronic Records and Signatures in Commerce Act) provide a framework for ensuring the validity of electronic contracts and security of electronic signatures in commerce and governmental transactions.
In addition to the general authorization for use of electronic signatures as described above, an electronic signature may be used in specific instances. For example, an electronic signature may be used to fulfill the requirement for parental consent under the Individuals with Disabilities Education Act (20 USC 1400-1482). See comments to 71 Fed. Reg. 156 which provides that electronic signatures are permitted as long as the necessary steps are taken to ensure that there are appropriate safeguards to protect the integrity of the process. Also see the criteria for electronic signatures listed in Items #1-5 below and AR 6159.1 - Procedural Safeguards and Complaints for Special Education. Electronic signatures may also be used when families apply for child care and development services. See the California Department of Education's Management Bulletin 17-13.

When authorized by law, electronic signatures may be used in the operation of district business and/or administration.

In any business transaction, an electronic signature shall only be used when each party has agreed to conduct the transaction by electronic means. In other district operations, the Superintendent or designee may require the use of an electronic signature. (Civil Code 1633.5; 15 USC 7001)

CSBA NOTE: Pursuant to Civil Code 1633.2 and Government Code 16.5, a digital signature is a type of electronic signature. Aside from the definitions below, "electronic signature" will be used throughout this regulation to indicate all types of electronic signatures, including digital signatures.

A *digital signature* is defined as an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature. (Government Code 16.5)

An *electronic signature* consists of an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record. (Civil Code 1633.2)

In order for an electronic signature to be used, the electronic signature shall be: (Government Code 16.5; 2 CCR 22002)

1. Unique to the person using it
2. Capable of verification
3. Under the sole control of the person using it
4. Linked to data is such a manner that if the data are changed the electronic signature is invalidated
5. Conform to 2 CCR 22000-22005

Prior to accepting an electronic signature, the Superintendent or designee shall ensure the following: (2 CCR 22005)

1. That the signature is created by acceptable technology pursuant to 2 CCR 22003
2. That the level of security used to identify the signer of the document and to transmit the signature is sufficient for the transaction being conducted
3. That, if a certificate is a required component of the electronic signature, the certificate format used by the signer is sufficient for the security and interoperability needs of the district.

If a notarized signature is required with respect to an electronic signature, the electronic signature of the notary public together with all of the other information required by law to be included in a notarization shall accompany the electronic signature. (Civil Code 1633.11)

If a statement is required to be signed under penalty of perjury, the electronic signature shall include all of the information to which the declaration pertains together with a declaration under penalty of perjury by the person who submits the electronic signature that the information is true and correct. (Civil Code 1633.11)

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
2 CCR 22000-22005	Public entity use of electronic signatures
5 CCR 16020-16022	Records, general provisions
5 CCR 16023-16027	District records, retention and destruction
5 CCR 430	Individual student records; definition
5 CCR 432	Student records
Civil Code 1633.1-1633.17	Uniform Electronic Transactions Act
Civil Code 1798.29	District records; breach of security
Education Code 35252-35255	Records and reports
Education Code 44031	Personnel file contents and inspection
Education Code 49060-49079.7	Student records
Education Code 8234	Electronic signatures; child care and development programs
Government Code 16.5	Electronic signatures
Government Code 6252-6265	Inspection of public records
Government Code 811.2	Definition of public entity

Federal	Description
15 USC 7001-7006	Electronic Records and Signatures in Commerce Act
20 USC 1232g	Family Educational Rights and Privacy Act of 1974
20 USC 1400-1482	Individuals with Disabilities Education Act

34 CFR 99.1-99.8	Family Educational Rights and Privacy Act
34 CFR 300-300.818	Assistance to states for the education of students with disabilities

Management Resources	Description
California Department of Education Publication	Management Bulletin 17-13, October 2017

Cross References

Code	Description
3510	Green School Operations (BP)
3580	District Records (BP)
3580	District Records (AR)
5148	Child Care and Development (BP)
5148	Child Care and Development (AR)
5148.3	Preschool/Early Childhood Education (BP)
5148.3`	Preschool/Early Childhood Education (AR)
6159.1	Procedural Safeguards and Complaints for Special Education (BP)
6159.1	Procedural Safeguards and Complaints for Special Education (AR)

Policy 3550: Food Service/Child Nutrition Program **Status:** ADOPTED

Original Adopted Date: 11/01/2007 **| Last Revised Date:** ~~12~~06/01/~~2014~~2022 **| Last Reviewed Date:** ~~12/01/2014~~06/1/2022

CSBA NOTE: The following optional policy may be revised to reflect district practice. Beginning in the 2022-23 school year, Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), requires districts, during each school day, to provide a breakfast and ~~the~~lunch free of charge to any student who requests a meal ~~programs offered by~~ , regardless of the ~~district. Districts may~~ student's eligibility for a federally funded free or reduced-price meal. However, in order to receive reimbursements ~~to offset~~for the ~~costs of~~ meals ~~through~~, a district must be approved for participation in the National School Lunch Program (42 USC 1751-1769j~~),~~) or the School Breakfast Program (42 USC 1773~~), Special Milk Program (42 USC 1772), or other federally reimbursable meal program as described in the Child Nutrition Act (42 USC 1771-1791). In addition, state funding for meals provided to needy children may be available through the State Meal Program (Education Code 49490-49494). The district may apply to the California Department of Education (CDE) for all available state and federal funds.~~

). See BP/AR 3552 - Summer Meal Program, AR 5148 - Child Care and Development, and AR 5148.2 - Before/After School Programs for nutrition requirements pertaining to those programs. For food sales outside the district's food service program (e.g., by student and adult organizations, through vending machines, or at student stores), see BP/AR 3554 - Other Food Sales.

The Governing Board recognizes that adequate, nourishing food is essential to student health and well-being, development, and ability to learn. The Superintendent or designee shall develop strategies to increase students' access to and participation in the district's food service programs and ~~to maximize their participation in available~~maintain fiscal integrity of the programs in accordance with law.

Foods and beverages available through the district's food service program shall:

1. Be carefully selected so as to contribute to students' nutritional well-being and the prevention of disease

   CSBA NOTE: 42 USC 1758b~~, as added by the Healthy, Hunger-Free Kids Act of 2010 (P.L. 111-296),~~ mandates each district participating in the National School Lunch Program (42 USC 1751-1769j) or any program in the Child Nutrition Act (42 USC 1771-1791), including the School Breakfast Program, to adopt a districtwide school wellness policy which includes nutrition guidelines for all foods available on school campuses; see BP 5030 - Student Wellness for language fulfilling this mandate. In addition, Education Code 49501.5, as added by AB 130, requires that meals provided under the California Universal Meals Program qualify for federal reimbursement. Also see the accompanying administrative regulation for state and federal legal requirements pertaining to nutrition standards.

2. Meet or exceed nutrition standards specified in law ~~and administrative regulation~~

3. Be prepared in ways that will appeal to students, retain nutritive quality, and foster lifelong healthful eating habits

4. Be served in age-appropriate portions

   ~~CSBA NOTE: Students who meet federal eligibility criteria must be provided meals free of charge or at reduced prices in accordance with 42 USC 1758 and 1773 and Education Code 49550; see BP/AR 3553 - Free and Reduced Price Meals. Pursuant to Education Code 38084, the district~~

~~may determine the price for other students consistent with the goal of paying the cost of maintaining the cafeterias; see BP 3551 - Food Service Operations/Cafeteria Fund. State and federal reimbursements for all child nutrition programs are administered by the CDE and are based on the number and type of meals served.~~ CSBA NOTE: Education Code 49501.5, as added by AB 130, requires that nutritionally adequate meals be provided to any student who requests a meal regardless of the student's eligibility for a free or reduced-price meal. However, the district still must determine student eligibility for free or reduced-price meals under the National School Lunch or School Breakfast Program, in order to be reimbursed for such meals as the funds provided under the California Universal Meal Program are meant to supplement, not supplant, federal funds.

~~5. Be available to students who meet federal eligibility criteria at no cost or at reduced prices, and to other students at reasonable prices~~

5. Be provided at no cost to students who request a meal

CSBA NOTE: The following paragraph is optional and may be revised to reflect district practice. In its, "Food and Nutrition Services Instruction 113-1," the U.S. Department of Agriculture (USDA) states that a district must put in place a public notification system or grassroots effort to inform applicants, participants, and potentially eligible individuals of program availability, rights and responsibilities, and nondiscrimination policy related to federally funded nutrition programs.

At the beginning of each school year, the Superintendent or designee shall communicate information related to the district's food service programs to the public through available means, including, but not limited to, the district's web site, social media, flyers, and school publications.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. Grant funding may be available through the Fresh Fruit and Vegetable Program (42 USC 1769a) to provide elementary students with a variety of free fresh fruits and vegetables throughout the school day as a supplement to school breakfast and lunch programs. Eligible schools are those that operate the National School Lunch Program and have 50 percent or more of students eligible for free and reduced-price meals.

The district's food service program shall give priority to serving unprocessed foods and fresh fruits and vegetables.

~~CSBA NOTE: No state or federal law directly governs the use of food produced by school gardens or local farms. However, both~~CSBA NOTE: The following paragraph is optional. Both state and federal law support the concept of using locally grown and/or organic produce in school cafeterias ~~(Education Code 51795-51797; 42 USC 1769).~~. Consistent with the state meal mandate, the Instructional School Gardens Program, established pursuant to Education Code 51795-51797, encourages the creation of school gardens as a means of providing children an opportunity to learn to make healthier food choices. In addition, 42 USC 1769 permits a high poverty school (schools with 50 percent or more students eligible for free and/or reduced-price meals) that runs a community garden to use produce from the garden to supplement food provided at the school. Thus, such use is allowable provided the foods comply with health and sanitation requirements as well as applicable nutrition standards.

District schools are encouraged to establish school gardens and/or farm-to-school projects to increase the availability of safe, fresh, seasonal fruits and vegetables for school meals and to support the district's nutrition education program.

CSBA NOTE: The following paragraph is optional. Education Code 49534, as amended by AB 486 (Ch. 666, Statutes of 2021), authorizes nutrition education programs to coordinate classroom instruction with the food service program and be of sufficient variety and flexibility to meet the needs of students in the district.

To the extent possible, the school meal program shall be coordinated with the nutrition education program, instructional program for teachers, parents/guardians and food service employees, available community resources, and other related district programs.

To encourage student participation in school meal programs, schools may offer multiple choices of food items within a meal service, provided all food items meet nutrition standards and all students are given an opportunity to select any food item.

The Superintendent or designee may invite students and parents/guardians to participate in the selection of foods of good nutritional quality for school menus.

~~The Board desires to provide students with~~Students shall be allowed adequate time and space to eat meals. To the extent possible, school, recess, and transportation schedules shall be designed to ~~encourage~~promote participation in school meal programs.

The Superintendent or designee shall periodically review the adequacy of school cafeterias and facilities for ~~cafeteria eating and~~ food preparation~~.~~ and consumption.

CSBA NOTE: The district's food service program is subject to the food safety standards in the California Retail Food Code (Health and Safety Code 113700-114437). In addition, 42 USC 1758 and 7 CFR 210.13 and 220.7 require all schools participating in the National School Lunch and/or Breakfast Program to implement a food safety program for the storage, preparation, and service of school meals. See the accompanying administrative regulation for requirements of the food safety program.

In accordance with law, the Superintendent or designee shall develop and maintain a food safety program in order to reduce the risk of foodborne hazards at each step of the food preparation ~~process, from receiving to~~and service process.

CSBA NOTE: The following optional paragraph may be revised to reflect program evaluation indicators and reporting schedules determined by the district. Districts that participate in the National School Lunch Program, School Breakfast Program, Seamless Summer Feeding Option, and/or other federal meal program are subject to a state Administrative Review of district compliance with requirements for federal meal programs, including, but not limited to, a review of nutritional quality, meal patterns, provision of drinking water, school meal environment, and food safety. Each district is reviewed at least once every three years. Also see BP 3551 - Food Service Operations/Cafeteria Fund. However, Education Code 49431, 49431.2 and 49431.5 express legislative intent that the Governing Board annually review the district's compliance with nutrition standards for foods sold outside the National School Lunch or Breakfast Program.

Pursuant to ~~the U.S. Department of Agriculture's~~ USDA's, "Food and Nutrition Services Instruction 113-1~~,~~," any district participating in federal meal programs must collect racial and ethnic data on potentially eligible populations, applicants, and program participants; see BP 3555 - Nutrition Program Compliance.

The Superintendent or designee shall annually report to the Board on student participation in the district's nutrition programs and the extent to which the district's food ~~services~~service program meets state and federal nutrition standards for foods and beverages. In addition, the Superintendent or designee shall provide all necessary and available documentation required for the Administrative Review conducted by the California Department of Education (CDE) to ensure the food service program's compliance with federal requirements related to nutrition standards, meal patterns, provision of drinking water, school meal environment, food safety, and other areas as required by the CDE.

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
5 CCR 15575-15578	Requirements for foods and beverages outside the federal meals program
Ed. Code 35182.5	Contracts for advertising
Ed. Code 38080-38103	Cafeteria~~,~~; establishment and use
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
Ed. Code 49501.5	California Universal Meals Program
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49540-49546	Child care food program
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550-49562	Meals for needy students
Ed. Code 49570	National School Lunch Act
Ed. Code 51795-51797	School instructional gardens
H&S Code 113700-114437	California Retail Food Code~~,~~; sanitation and safety requirements

Federal	Description
42 USC 1751-1769j	National School Lunch Program
42 USC 1758b	Local wellness policy
42 USC 1761	Summer Food Service Program and Seamless Summer Feeding Option
42 USC 1769a	Fresh Fruit and Vegetable Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1772	Special Milk Program
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.31	National School Lunch Program

7 CFR 215.1-215.18	Special Milk Program
7 CFR 220.2-220.22	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk

Management Resources	**Description**
CA Project Lean Publication	Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006
California Department of Education Publication	Healthy Children Ready to Learn, January 2005
California Department of Education Publication	Professional Standards in the School Nutrition Programs, Management Bulletin SNP-~~17-2016, October 2016~~13-2020, Updated January 2022
~~California Department of Education Publication~~	~~School Meals Initiative Summary~~
CSBA Publication	Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009
CSBA Publication	Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007
CSBA Publication	Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006
U.S. Department of Agriculture Publication	School Breakfast Toolkit
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
U.S. Department of Agriculture Publication	Dietary Guidelines for Americans, 2005
U.S. Department of Agriculture Publication	Food Buying Guide for Child Nutrition Programs, December 2007
U.S. Department of Agriculture Publication	Fresh Fruit and Vegetable Program: Handbook for Schools, December 2010
U.S. Department of Agriculture Publication	Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005
Website	U.S. Department of Agriculture, Food and Nutrition ~~Services~~Service
Website	California Farm Bureau Federation
Website	Nourish California ~~Food Policy Advocates~~
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	Centers for Disease Control and Prevention
Website	National Alliance for Nutrition and Activity
Website	California School Nutrition Association

Website	California Department of Education, Nutrition Services Division
Website	California Department of Public Health
Website	California Healthy Kids Resource Center
Website	CSBA

Cross References

Code	Description
0470	COVID-19 Mitigation Plan
0500	Accountability
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
3000	Concepts And Roles
3260	Fees And Charges
3260	Fees And Charges
3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
3517	Facilities Inspection
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E ~~PDF~~(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
4131	Staff Development

4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4231	Staff Development
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
5030	Student Wellness
~~5141.22~~	~~Infectious Diseases~~
~~5141.22~~	~~Infectious Diseases~~
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
~~5145.71~~	~~Title IX Sexual Harassment Complaint Procedures~~
~~5145.71-E PDF(1)~~	~~Title IX Sexual Harassment Complaint Procedures~~
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E-(1)	Education For Homeless Children
6173-E-(2)	Education For Homeless Children
6176	Weekend/Saturday Classes
7110	Facilities Master Plan

Regulation 3550: Food Service/Child Nutrition Program **Status:** ADOPTED

Original Adopted Date: 03/01/2011 | **Last Revised Date:** ~~03~~06/01/~~2016~~2022 | **Last Reviewed Date:** ~~03~~06/01/~~2016~~2022

CSBA NOTE: The following optional administrative regulation applies to food sales through the district's food service program, including, California's Universal Meals Program (Education Code 49501.5), the National School Lunch Program (42 USC 1751-1769j), the School Breakfast Program (42 USC 1773), and the Special Milk Program (42 USC 1772). The district should select all sections below that apply to programs offered by the district.

See BP/AR 3552 - Summer Meal Program, AR 5148 - Child Care and Development, and AR 5148.2 - Before/After School Programs for nutrition requirements pertaining to those programs. For food sales outside the district's food service program (e.g., by student and adult organizations, through vending machines, or at student stores), see BP/AR 3554 - Other Food Sales.

Nutrition Standards for School Meals

CSBA NOTE: ~~Item #1 below~~The following section is for use by all districts. Education Code ~~49550~~49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), requires all schools to provide ~~at least one nutritionally~~, free of charge, two nutritiously adequate ~~meal each~~meals per school day to ~~students~~any student who ~~meet federal~~requests a meal, regardless of a student's eligibility ~~criteria for~~to participate in any federally-funded free ~~and~~or reduced-price ~~meals, regardless of whether the school receives reimbursements through the National School Lunch Program (42 USC 1751-1769j), School Breakfast Program (42 USC 1773), and/or State Meal Program (Education Code 49490-49494) or receives no funding support for school meals; see BP/AR 3553 - Free and Reduced Price Meals.~~meal. Education Code 49553 defines a "nutritionally adequate meal" as one that qualifies for reimbursement under federal child nutrition program regulations. Schools participating in the National School Lunch and/or Breakfast Program must extend meal service to all students enrolled in the school.

Meals, food items, and beverages provided through the district's food services program shall: (Education Code ~~49531~~49501.5, 49553; 42 USC 1758, 1773)

1. Comply with National School Lunch and/or Breakfast Program standards for meal patterns, nutrient levels, and calorie requirements for the ages/grade levels served, as specified in 7 CFR 210.10 or 220.8 as applicable

   CSBA NOTE: Item #2 below reflects an additional requirement for (1) districts participating in the National School Lunch and/or Breakfast Program which choose to apply for state reimbursements for free and reduced-price meals in addition to their base reimbursement and (2) districts participating in the State Meal Program. Pursuant to Education Code 49430.7, such districts may not provide foods that are deep fried, par fried, or flash fried. Other districts may delete or use this item at their discretion.

   ~~In addition, Education Code 49430.7 requires that foods provided by such districts not contain artificial trans fat. 7 CFR 210.10 and 220.8, as amended by 77 Fed. Reg. 17, added the same requirement to the nutrition standards for the National School Lunch and Breakfast Programs applicable to all districts; thus, the prohibition against trans fat is covered by item #1 above.~~ Although the new California Universal Meals Program (Education Code 49501.5) is not expressly subject to this requirement, it is recommended that all districts comply with it as a best practice,

since only meals that qualify for federal reimbursement are reimbursable by the state under the program.

2. Not be deep fried, par fried, or flash fried, as defined in Education Code 49430 and 49430.7

Drinking Water

CSBA NOTE: The following section is for use by all districts. Pursuant to 42 USC 1758, schools participating in the National School Lunch Program are required to make free drinking water available for consumption at locations where meals are served during meal service. In addition, Education Code 38086 requires all California schools to make free drinking water available during school meal times. Pursuant to Education Code 38086, a district may be exempted from this requirement only if the Governing Board adopts a resolution, publicly noticed on at least two consecutive meeting agendas, demonstrating that the district is unable to comply due to fiscal constraints or health or safety concerns. Any district whose Board has adopted such a resolution should delete this section.

Pursuant to Education Code 38086, schools may satisfy this requirement by, among other means, providing cups and containers of water or soliciting or receiving donated water. Recommendations on the California Department of Education's web site include providing chilled water, ensuring that all water fountains are clean and operational, and encouraging water consumption through marketing and advertising.

The district shall provide access to free, fresh drinking water during meal times in food service areas at all district schools, including, but not limited to, areas where reimbursable meals under the National School Lunch or Breakfast Program are served or consumed. (Education Code 38086; 42 USC 1758)

Special Milk Program

CSBA NOTE: The following section is optional. The Special Milk Program (42 USC 1772; 7 CFR 215.1-215.18) is a federally funded program which assists in providing milk at reasonable prices to students in schools that do not participate in the National School Lunch or Breakfast Program. Pursuant to 7 CFR 215.~~1 and 215.~~7, districts may choose to provide milk at no charge to students who qualify for free ~~and reduced-price~~ meals; see BP 3553 - Free and Reduced Price Meals.

Any school that does not participate in the National School Lunch or Breakfast Program may participate in the Special Milk Program to provide all enrolled students with reasonably priced milk. (7 CFR 215.~~1~~7)

Food Safety

CSBA NOTE: Pursuant to Health and Safety Code 113789, school cafeterias are among food facilities subject to the California Retail Food Code.

The Superintendent or designee shall ensure that the district's food service program meets the applicable sanitation and safety requirements of the California Retail Food Code as set forth in Health and Safety Code 113700-114437.

CSBA NOTE: The remainder of this section is for use by any district participating in the National School Lunch and/or Breakfast Program and may be used or revised by other districts at their discretion. 42 USC 1758 requires such participating districts to implement a food safety program applicable to any facility or part of a facility in which food is stored, prepared, or served. Pursuant to 42 USC 1758 and 7 CFR 210.13 and 220.7, the food safety program must comply with Hazard Analysis and Critical Control Point (HACCP) principles, which include establishing measures needed to prevent hazards at each stage of food production. Pursuant to 7 CFR 210.13, districts may implement either the "traditional" HACCP system or the simplified "process approach." Under the process approach, foods are grouped together according to preparation process and the same control measure is applied to all menu items within the

group, rather than developing an HACCP plan for each item. These principles are described in the USDA's , "Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles.".

For all district schools participating in the National School Lunch and/or School Breakfast Program, the Superintendent or designee shall implement a written food safety program for the storage, preparation, and service of school meals which complies with the national Hazard Analysis and Critical Control Point (HACCP) system. The district's HACCP plan shall include, but is not limited to, a determination of critical control points and critical limits at each stage of food production, monitoring procedures, corrective actions, and recordkeeping procedures. (42 USC 1758; 7 CFR 210.13, 220.7)

CSBA NOTE: Pursuant to 7 CFR 210.30, directors, managers, and staff in the food service program must complete annual training on specified topics, including, but not limited to, training on health and safety standards. In addition, new food service directors are required to complete at least eight hours of food safety training not more than five years prior to their starting date or within 30 days of the director%u201A s starting date. CDE Management Bulletin SNP-17-2016 encourages districts to provide food safety training to all employees who handle food, including acting, temporary, or substitute workers and volunteers. Pursuant to Health and Safety Code 113947.1Based on CDE Management Bulletin SNP-13-2020, districts must ensure that such directors, managers, and staff complete an annual continuing education or training on topics that are job-related, including, but not limited to, food safety standards. In addition, at least one employee at each food facility or site must have successfully passed an approved and accredited food safety certification examination in accordance with Health and Safety Code 113947.2-113947.3.

The Superintendent or designee shall provide ongoing staff development on food safety toensure that food service directors, managers, and employeesstaff complete an annual continuing education or training as required by law. Each new employee, including a substitute, or volunteer shall complete initial food safety training prior to handling food. TheFor each employee, the Superintendent or designee shall document the date, trainer, and subject of each training.

CSBA NOTE: The following paragraph is optional. The USDA's , "Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles," states that districts should maintain the following types of records in order to periodically review the food safety program and, in the event of a foodborne illness, to document that reasonable care was exercised in the operation of the school's food service program.

The Superintendent or designee shall assign staff to maintain records and logs documenting food safety activities, including, but not limited to, records of food deliveries, time and temperature monitoring during food production, equipment temperature (freezer, cooler, thermometer calibration), corrective actions, verification or review of safety efforts, and staff training.

Inspection of Food Facilities

CSBA NOTE: Health and Safety Code 113725-113725.3 require all food facilities in California to be inspected by the county environmental health agency in accordance with the timelines and procedures established in county regulations. The inspections cover all food service areas, including cafeterias, vending machines, and mobile food carts. Health and Safety Code 113725 specifies findings that would be considered violations, including (1) improper holding temperatures, improper cooling, or inadequate cooking of potentially hazardous foods (i.e., foods that require temperature control); (2) poor personal hygiene of food service employees; (3) contaminated equipment; and (4) food from unapproved sources.

All food preparation and service areas shall be inspected in accordance with Health and Safety Code 113725-113725.1 and applicable county regulations.

CSBA NOTE: The following paragraph is for use by districts participating in the National School Lunch and/or Breakfast Program. Notwithstanding the requirements of county regulations, districts participating in these programs must obtain at least two safety inspections each school year.

Each school participating in the National School Lunch and/or Breakfast Program shall, during each school year, obtain a minimum of two food safety inspections conducted by the county environmental health agency. (42 USC 1758; 7 CFR 210.13, 220.7)

The Superintendent or designee shall retain records from the most recent food safety inspection. All schools shall post a notice indicating that the most recent inspection report is available to any interested person upon request. (Health and Safety Code 113725.1; 42 USC 1758; 7 CFR 210.13, 210.15, 220.7)

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
5 CCR 15575-15578	Requirements for foods and beverages outside the federal meals program
Ed. Code 35182.5	Contracts for advertising
Ed. Code 38080-38103	Cafeteria~~,~~; establishment and use
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 48432.3	Voluntary enrollment in continuation education
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
Ed. Code 49510-49520	Nutrition
Ed. Code 49501.5	California Universal Meals Program
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49540-49546	Child care food program
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550-49562	Meals for needy students
Ed. Code 49570	National School Lunch Act
Ed. Code 51795-51797	School instructional gardens
H&S Code 113700-114437	California Retail Food Code~~,~~; sanitation and safety requirements

Federal	Description

42 USC 1751-1769j	National School Lunch Program
42 USC 1758b	Local wellness policy
42 USC 1761	Summer Food Service Program and Seamless Summer Feeding Option
42 USC 1769a	Fresh Fruit and Vegetable Program
42 USC 1771-1793	Child Nutrition Act
42 USC 1772	Special Milk Program
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.31	National School Lunch Program
7 CFR 215.1-215.18	Special Milk Program
7 CFR 220.2-220.22	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk

Management Resources	**Description**
CA Project Lean Publication	Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006
California Department of Education Publication	Healthy Children Ready to Learn, January 2005
California Department of Education Publication	Professional Standards in the School Nutrition Programs, Management Bulletin SNP-~~17-2016, October 2016~~13-2020, Updated January 2022
California Department of Education Publication	School Meals Initiative Summary
CSBA Publication	Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009
CSBA Publication	Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. October 2007
CSBA Publication	Monitoring for Success: Student Wellness Policy Implementation Monitoring Report and Guide, 2007
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. April 2006
U.S. Department of Agriculture Publication	School Breakfast Toolkit
U.S. Department of Agriculture Publication	Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
U.S. Department of Agriculture Publication	Dietary Guidelines for Americans, 2005
U.S. Department of Agriculture Publication	Food Buying Guide for Child Nutrition Programs, December 2007
U.S. Department of Agriculture Publication	Fresh Fruit and Vegetable Program: Handbook for Schools, December 2010

U.S. Department of Agriculture Publication	Guidance for School Food Authorities: Developing a School Food Safety Program Based on the Process Approach to HACCP Principles, June 2005
Website	U.S. Department of Agriculture, Food and Nutrition ~~Services~~Service
Website	California Farm Bureau Federation
Website	Nourish California ~~Food Policy Advocates~~
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	Centers for Disease Control and Prevention
Website	National Alliance for Nutrition and Activity
Website	California School Nutrition Association
Website	California Department of Education, Nutrition Services Division
Website	California Department of Public Health
Website	California Healthy Kids Resource Center
Website	CSBA

Cross References

Code	Description
0470	COVID-19 Mitigation Plan
0500	Accountability
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
1325	Advertising And Promotion
1340	Access To District Records
1340	Access To District Records
3000	Concepts And Roles
3260	Fees And Charges
3260	Fees And Charges
3510	Green School Operations
3514	Environmental Safety
3514	Environmental Safety
3517	Facilities Inspection
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund

3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E ~~PDF~~(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
4131	Staff Development
4141.6	Concerted Action/Work Stoppage
4141.6	Concerted Action/Work Stoppage
4231	Staff Development
4241.6	Concerted Action/Work Stoppage
4241.6	Concerted Action/Work Stoppage
5030	Student Wellness
~~5141.22~~	~~Infectious Diseases~~
~~5141.22~~	~~Infectious Diseases~~
5141.27	Food Allergies/Special Dietary Needs
5141.27	Food Allergies/Special Dietary Needs
~~5145.71~~	~~Title IX Sexual Harassment Complaint Procedures~~
~~5145.71-E PDF(1)~~	~~Title IX Sexual Harassment Complaint Procedures~~
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E (1)	Education For Homeless Children
6173-E (2)	Education For Homeless Children

6176 Weekend/Saturday Classes

7110 Facilities Master Plan

Policy 3551: Food Service Operations/Cafeteria Fund **Status:** ADOPTED

Original Adopted Date: 05/01/2017 | **Last Revised Date:** ~~03~~06/01/~~2020~~2022 | **Last Reviewed Date:** ~~07~~06/01/~~2019~~2022

CSBA NOTE: The following conditionally mandated policy may be revised to reflect district practice. Pursuant to U.S. Department of ~~Agriculture~~Agriculture's (USDA) Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) are mandated to adopt policy addressing meal charges~~, including delinquent meal charges~~; see the section "Meal Sales" below and the accompanying administrative regulation. However, with the establishment of the California Universal Meal Program pursuant to Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), all public schools in California must provide free of charge, a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility status. Consequently, certain program requirements may no longer be applicable.

Pursuant to 7 CFR 210.9, 210.14, and 220.7, districts participating in the National School Lunch and/or Breakfast program must maintain a nonprofit school food service program. Revenues received through the program may be used for the operation or improvement of the food service program, but not to purchase land or buildings unless otherwise approved by USDA's Food and Nutrition Services, or to construct buildings. Authorized expenditures are specified in Education Code 38101 and defined in the California Department of Education's (CDE) "California School Accounting Manual~~.~~."

The Governing Board intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and ~~increase~~ cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

CSBA NOTE: The following paragraph is for use by districts that participate in the National School Lunch and/or Breakfast Program and may be adapted for use by other districts. Pursuant to 42 USC 1776 and 7 CFR 210.30, USDA has established minimum professional standards for food service directors and granted CDE the authority to adopt more flexible standards for districts with average daily attendance of less than 2,500. See CDE's Nutrition Services Division Management Bulletin ~~10-2019~~SNP-13-2020 for updated information about state hiring standards.

The Superintendent or designee shall ensure that food service director(s) possess the qualifications required by 7 CFR 210.30 and California Department of Education (CDE) standards.

CSBA NOTE: The following paragraph is for use by districts participating in the National School Lunch and/or Breakfast Program. Pursuant to 42 USC 1776, such districts must ensure that food service personnel and other appropriate personnel who conduct or oversee administrative procedures receive training ~~on~~, at least once each year, on food service administrative practices (i.e., training in application, certification, verification, meal counting, and meal claiming procedures~~) at least once each year.~~). In addition, all food service personnel are required to receive annual training that is designed to improve the accuracy of approvals for free and reduced-price meals and the identification of reimbursable meals at the point of service and to ensure program compliance and integrity. Food service personnel must obtain certification on an annual basis to demonstrate competence in the training. ~~In addition,~~Such training is required to include modules on nutrition, health and food safety standards and methodologies, and any other appropriate topics as determined by the U.S. Secretary of Agriculture. ~~CDE provides~~See CDE's web site for online training that meets these requirements~~; see CDE's web site~~.

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by CDE. (42 USC 1776)

Meal Sales

CSBA NOTE: ~~The following section may be revised~~Commencing with the 2022-23 school year, each district is required, pursuant to Education Code 49501.5, as added by ~~districts that have one or more high-poverty schools that operate under the federal universal meal service provision (42 USC 1759a), which provides~~AB 130, to provide a nutritionally adequate breakfast and~~/or~~ lunch free of charge~~ to all~~, to any student who requests a meal, regardless of the student's eligibility for participation in the federal free or reduced-price meal program. Consequently, only nonprogram foods may be sold to students~~ at the school.~~. For further information, see BP 3553 - Free and Reduced Price Meals.

~~Meals may be sold to students,~~ Any student who requests a meal shall be served a nutritionally adequate breakfast and lunch free of charge, each school day. (Education Code 49501.5)

As permitted by law, additional or second meals, adult meals, and other nonprogram foods, such as smart snack compliant food and beverages sold in vending machines, may be sold to students. (Education Code 38082, 49501.5)

Meals may be sold to district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

CSBA NOTE: Pursuant to Education Code 38082, the Governing Board ~~may~~ is authorized to adopt a resolution to ~~authorize~~permit the serving of meals to ~~additional persons~~individuals and organizations other than those ~~listed above.~~specified in the preceding paragraph. CDE's Nutrition Services Division Management Bulletin ~~00-111~~SNP-04-2021 states that ~~the Board's policy or resolution must specify the means for serving those persons and indicates that using~~ funds from the National School Lunch or Breakfast Program may not be used to serve any nonstudent~~ would be contrary to program goals~~. The following optional paragraph is for districts that have adopted such a resolution and should be revised to reflect district practice.

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are authorized by the Superintendent or designee to be on campus~~ for a legitimate purpose~~. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

CSBA NOTE: Pursuant to Education Code 38084, the district may determine meal prices consistent with the goal of paying the costs of maintaining the cafeterias (exclusive of the costs of housing and equipping cafeterias or other costs determined by Board resolution, which are paid from district funds other than the cafeteria fund, pursuant to Education Code 38100).

~~Students who meet federal eligibility criteria for the reduced-price meal program cannot be charged more than the amounts listed in 42 USC 1758 and 1773; see AR 3553 - Free and Reduced Price Meals. For information about setting prices for full-price meals, see 42 USC 1760 and CDE's Nutrition Services Division Management Bulletin SNP 11-2019.~~

Meal prices, as recommended by the Superintendent or designee and approved by the Board, shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760. ~~Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation.~~

CSBA NOTE: Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program are mandated to have a written and clearly communicated meal charge

policy ~~which includes, but is not limited to, policy on the collection of delinquent meal charge debt.~~. See the accompanying administrative regulation for additional language fulfilling this mandate.

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments~~, including delinquent meal payments.~~. Such procedures shall conform with ~~BP/AR 3553 - Free and Reduced Price Meals,~~ 2 CFR 200.426~~,~~ and any applicable CDE guidance. The Superintendent or designee shall clearly communicate these procedures to students and parents/guardians, and shall make this policy and the accompanying administrative regulation available to the public pursuant to Education Code 49557.5.

~~CSBA NOTE: Education Code 49557.5 requires any district that participates in the National School Lunch and/or Breakfast Program to ensure that students whose parents/guardians have unpaid meal fees are not shamed or treated differently than other students. As amended by SB 265 (Ch. 785, Statutes of 2019), Education Code 49557.5 provides that students with unpaid meal fees must not be denied a reimbursable meal of their choice, eliminating the possibility that a school could provide an alternative meal to a student with unpaid meal fees. For further information about unpaid meal charges, see CDE's Nutrition Services Division Management Bulletin SNP-03-2017.~~

~~In addition, Education Code 49557 requires the Board to approve a plan that ensures students eligible to receive free or reduced-price meals are not treated differently from other students, including, but not limited to, assurance that eligible students will not be overtly identified by the use of special tokens, tickets, or any other means. For additional language addressing this requirement, see BP/AR 3553 - Free and Reduced Price Meals.~~

~~The Superintendent or designee shall ensure that a student whose parent/guardian has unpaid school meal fees or a student who is enrolled in the free or reduced-price meal program is not overtly identified by the use of special tokens, tickets, or other means and is not shamed, treated differently, or denied a meal of the student's choice. (Education Code 49557, 49557.5)~~

~~**Cafeteria Fund**~~

Cafeteria Fund and Account

CSBA NOTE: Pursuant to Education Code 38090, money received for the sale of food or for any services performed by the cafeterias may be paid into the county treasury to the credit of a "cafeteria fund" for the district.

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. 2 CFR Part 200, Appendix VII and USDA's guidance, "Indirect Costs: Guidance for State Agencies and School Food Authorities," provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Also see the accompanying administrative regulation.

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and for **reasonable and necessary indirect program costs as allowed by law.**

CSBA NOTE: Education Code 38103 allows the Board, at its discretion and with the approval of the County Superintendent of Schools who is responsible for a countywide payroll/retirement system under Education Code 42646, to have wages, salaries, and benefits of food service employees paid either from the district's general fund (Option 1 below) or from the district's cafeteria fund (Option 2).

~~OPTION 1: The wages, salaries, and benefits of food service employees shall be paid from the district's general fund. At any time, the Board may order reimbursement from the district's cafeteria fund for these payments in amounts prescribed by the Board and not exceeding the costs actually incurred. (Education Code 38103)~~

~~OPTION 1 ENDS HERE~~

~~OPTION 2:~~ The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

~~OPTION 2 ENDS HERE~~

Contracts with Outside Services

CSBA NOTE: The following section is optional~~ paragraph may be revised~~. Pursuant to ~~reflect~~ Education Code 45103.5, the district ~~practice. 2 CFR Part 200, Appendix VII and USDA guidance, Indirect Costs: Guidance~~is authorized to contract for ~~State Agencies and School Food Authorities, provide information regarding allowable indirect costs that may be charged to the nonprofit school~~consulting services related to food service ~~account. Also see~~management. Education Code 45103.5, 42 USC 1758, and 7 CFR 210.16 authorize a district, under specified conditions, and with approval of CDE, to contract with a food service management company to manage food service operations in any district school. See the accompanying administrative regulation for related requirements.

~~The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and~~

~~CSBA NOTE: The following section is optional. Pursuant to Education Code 45103.5, the district is authorized to contract for consulting services related to food service management. 42 USC 1758, 7 CFR 210.16, and Education Code 45103.5 authorize a district, under specified conditions and with approval of CDE, to contract with a food service management company to manage its food service operation in one or more of its schools. See the accompanying administrative regulation for related requirements.~~

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

Procurement of Foods, Equipment and Supplies

CSBA NOTE: The following two paragraphs reflect requirements for districts participating in the National School Lunch and/or Breakfast Program. Pursuant to 7 CFR 210.21, districts are required to comply with all requirements for purchasing commercial food products served in the school meal programs, including those outlined in the Buy American provision. ~~USDA~~USDA's Memorandum SP 38-2017 clarifies that a district participating in the National School Lunch and/or Breakfast Program or any entity purchasing food on its behalf must, to the maximum extent practicable, purchase domestically grown and processed foods, as defined. According to the Memorandum, a domestic commodity or product is deemed to be "substantially using" domestic agricultural commodities when over 51 percent of the final processed product consists of agricultural commodities produced in the United States.

Limited exceptions to the Buy American requirement are described in ~~USDA~~USDA's Memorandum SP 38-2017. If the district is using one of these exceptions, it must maintain documentation justifying the exception(s).

Pursuant to Education Code 49563, CDE is required to make resources, requirements, and best practices related to the Buy American provision available on its web site and to provide districts with related USDA guidance or regulations as updates are issued.

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonably available quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the use of the exception.

Furthermore, the district shall accept a bid or price for an agricultural product grown in California before accepting a bid or price for an agricultural product grown outside the state, if the quality of the California-grown product is comparable and the bid or price does not exceed the lowest bid or price of a product produced outside the state. (Food and Agriculture Code 58595)

CSBA NOTE: Pursuant to Public Contract Code 20111, districts participating in a federally funded child nutrition program, such as the National School Lunch and/or Breakfast Program, must comply with the federal procurement standards of 2 CFR 200.318-200.326 in regard to bid solicitations and awards. Also see BP/AR 3230 - Federal Grant Funds. Districts that do not participate in such a program may revise the following paragraph.

Bid solicitations and awards for purchases of equipment, materials, or supplies in support of the district's child nutrition program, or for contracts awarded pursuant to Public Contract Code 2000, shall be consistent with the federal procurement standards in 2 CFR 200.318-200.326. Awards shall be let to the most responsive and responsible party. Price shall be the primary consideration, but not the only determining factor, in making such an award. (Public Contract Code 20111)

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

CSBA NOTE: The following paragraph is for use by districts that have one or more schools participating in the National School Lunch Program, School Breakfast Program, Seamless Summer Feeding Option, and/or other federal meal program. The state monitoring process (the Administrative Review) includes a review of district compliance with requirements for federal meal programs, including a review of resource management in the food service program as provided in the following paragraph. ~~Each district is reviewed at least once every three years except that, for school years from 2017-2019 through 2021-22, the three-year review cycle was extended to a five-year cycle pursuant to a waiver submitted by CDE's Nutrition Services Division to USDA.~~The CDE performs an Administrative Review of participating districts every three years. See CDE's nutrition services web site for a current list of documents that may be requested for the review.

~~During the Administrative Review, CDE will review district policies on unpaid meal charges, unpaid meal debt, the prohibition against shaming of students whose families cannot pay for a meal or who have unpaid meal debt, and processes for notifying parents/guardians of these policies at the beginning of the school year and when a student enrolls during the school year.~~

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by CDE to ensure compliance of the district's food service program with federal requirements.

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 38080-38086	School meals
Ed. Code 38090-38095	Cafeterias, funds and accounts
Ed. Code 38100-38103	Cafeterias, allocation of charges
Ed. Code 42646	Alternate payroll procedure
Ed. Code 45103.5	Contracts for management consulting services; restrictions
Ed. Code 49490-49493	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program
F&A Code 58595	Preference for California-grown agricultural products
H&S Code 113700-114437	California Retail Food Code~~,~~; sanitation and safety requirements
Pub. Cont. Code 2000-2002	Responsive bidders
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Federal	Description
2 CFR 200	Appendix VII -Indirect cost proposals
2 CFR 200.318-200.326	Procurement standards
2 CFR 200.400-200.475	Cost principles
2 CFR 200.56	Indirect costs, definition
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1793	Child nutrition
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.31	National School Lunch Program
7 CFR 210.1-210.33	National School Lunch Program
7 CFR 220.1-220.21	National School Breakfast Program
7 CFR 220.1-220.22	National School Breakfast Program
7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced price meal and -free milk

7 CFR 250.1-250.70	USDA foods
Management Resources	**Description**
California Department of Education Publication	~~Paid~~ Pricing of Adult Meals in the National School Lunch ~~Equity Requirement~~ and ~~Calculation Tool-Updated Guidance for School Year 2019-20~~School Breakfast Programs, NSD Management Bulletin, SNP-~~11-2019, May 2019~~04-2021, August 2021
~~California Department of Education Publication~~	~~Senate Bill 250: Child Hunger Prevention and Fair Treatment Act of 2017 and USDA Meal Charge Policy Requirements, NSD Management Bulletin, SNP-05-2018~~
California Department of Education Publication	Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015
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~~California Department of Education Publication~~	~~Unpaid Meal Charges April 2017~~
~~California Department of Education Publication~~	~~Paid Lunch Equity Requirement, NSD Management Bulletin, USDA-SNP-16-2012, October 2012~~
California Department of Education Publication	Food Distribution Program Administrative Manual
~~California Department of Education Publication~~	~~Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, NSD Management Bulletin 00-111, July 2000~~
California Department of Education Publication	Cafeteria Funds--Allowable Uses, NSD Management Bulletin, NSD-SNP-~~07-2013, May 2013~~05-2020, February 2020
~~California Department of Education Publication~~	~~Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, May 2015~~
California Department of Education Publication	California School Accounting Manual
~~U.S. Department of Agriculture Publication~~	~~School Meals - FAQs~~
~~U.S. Department of Agriculture Publication~~	~~Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017~~
~~U.S. Department of Agriculture Publication~~	~~Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016~~
U.S. Department of Agriculture Publication	Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP ~~24-2016, February 2016~~38-2017, June 2017
U.S. Department of Agriculture Publication	Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014
U.S. Department of Agriculture Publication	Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016
U.S. Department of Agriculture Publication	School Meals - FAQs

U.S. Department of Agriculture Publication	~~Overcoming the~~ Unpaid Meal ~~Challenge: Proven Strategies from Our Nation's Schools~~Charges: Local Meal Charge Policies, SP ~~29-2017, September~~46-2016, July 2016
Website	U.S. Department of Agriculture, Food and Nutrition Services
Website	California Department of Education, Nutrition Services Division
Website	California School Nutrition Association

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1340	Access To District Records
1340	Access To District Records
3100	Budget
3100	Budget
3110	Transfer Of Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3260	Fees And Charges
3260	Fees And Charges
3300	Expenditures And Purchases
3311	Bids
3311	Bids
3312	Contracts
3314.2	Revolving Funds
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3512	Equipment
3512-E(1)	Equipment

3515.6	Criminal Background Checks For Contractors
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E-(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
~~3600~~	~~Consultants~~
4112.4	Health Examinations
4212	Appointment And Conditions Of Employment
4212.4	Health Examinations
4231	Staff Development
4312.4	Health Examinations
4331	Staff Development
5030	Student Wellness
5145.6	Parental Notifications
5145.6-E-(1)	Parental Notifications

Regulation 3551: Food Service Operations/Cafeteria Fund **Status:** ADOPTED

Original Adopted Date: 07/01/2019 **| Last Revised Date:** ~~03~~06/01/~~2020~~ 2022**| Last Reviewed Date:** ~~07~~06/01/~~2019~~2022

~~CSBA NOTE: Districts that provide breakfast and/or lunch free of charge to all students (i.e., "universal meal service") at one or more schools pursuant to 42 USC 1759a or Education Code 49550.5 should revise the following administrative regulation accordingly. Also see BP/AR 3553 - Free and Reduced Price Meals.~~ CSBA NOTE: With the establishment of the California Universal Meal Program pursuant to Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), all public schools in California must provide free of charge, a nutritionally adequate breakfast and lunch to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility status. To receive state reimbursement for the two meals, districts must participate in both the National School Lunch Program and the School Breakfast Program and comply with the requirement to have a written and clearly communicated meal charge policy as mandated pursuant to U.S. Department of Agriculture's (USDA) Memorandum SP 46-2016. However, some requirements of the National School Lunch Program and/or School Breakfast Program are no longer applicable.

Payments for Meals

~~CSBA NOTE: State and federal law (Education Code 49550, 49557; 42 USC 1758, 1773; 7 CFR 245.8) require that all students eligible for free and reduced-price meals receive a reimbursable meal during each school day, which must be the same meal choice offered to noneligible students; see BP/AR 3553 - Free and Reduced Price Meals. Districts therefore cannot serve an alternate meal (i.e., a meal that is different than the day's advertised meal) to a student eligible for reduced-price meals who does not have the ability to pay or who fails to provide a meal ticket or other medium of exchange on a given day.~~

~~In addition to providing meals at no cost to students who are eligible, the district may offer meals at no cost to students who qualify for reduced-price benefits. Districts that choose to eliminate reduced-price meal charges may still claim the meals at the reduced-price rate, but the cost difference between the reduced-price meal and the no-cost meal must be covered by the district's cafeteria fund. For more information, see the U.S. Department of Agriculture's (USDA) Memorandum SP 17-2014.~~

~~The following section includes recommendations of the California Department of Education's (CDE) Nutrition Services Division Management Bulletin and the USDA's "School Meals - FAQs" on the USDA's web site and may be revised to reflect district practice.~~

~~With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance.~~ The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.

~~CSBA NOTE: Districts should, at a minimum, inform parents/guardians at the beginning of the school year and on an ongoing basis of district practices for students who have lost or forgotten their meal payment. In addition, districts should set up a system for notifying parents/guardians when a student's meal payment account has a low or negative balance.~~

~~According to USDA's Memorandum SP-23-2017, the district's policy on delinquent meal payments must be communicated in writing to all households at the start of each school year and to households transferring to the school during the school year. CDE's Nutrition Services Division Management~~

~~Bulletin SNP-03-2017 states that, at a minimum, districts should use the methods specified below to communicate the district's meal policy.~~

At the beginning of the school year, ~~and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and be encouraged to prepay for meals whenever possible. The~~the Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year

2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually

3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of ~~applications~~eligibility forms at the start of the school year

4. Posting the policy on the district's web site

Reimbursement Claims

~~5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance~~

~~CSBA NOTE: The following optional paragraph may be revised to reflect district practice. According to the USDA's "School Meals - FAQs," any district that participates in the National School Lunch and/or Breakfast Program and has one or more schools which use a system of meal tickets (or tokens, cards, or other similar medium of exchange) may limit the number of lost or stolen tickets it will replace for students each school year, as long as the limit is set at three or more. However, such a limit may only be established if the school (1) advises students and parents/guardians of the district's rules regarding replacement tickets when applications for free and reduced-price meals are distributed or approved; (2) maintains a list of students who have reported lost and stolen tickets and the number of occurrences for each student; (3) issues at least one advance warning to the student or the student's parent/guardian prior to refusing to issue a replacement ticket; and (4) does not deny meals to prekindergarten or younger primary students or students with disabilities who may be unable to take full responsibility for their meal tickets. Although these requirements apply only to students who qualify for free or reduced-price meals, USDA recommends that districts apply the same limits for students who pay full price for their meals in order to ensure that needy students are not overtly identified because of a disparate ticket replacement policy.~~CSBA NOTE: To streamline administration of state and federal meal programs, the California Department of Education (CDE) has developed an online Child Nutrition Information and Payment System which must be used to submit reimbursement claims and to submit and track the status of applications and USDA food requests.

~~In any school that uses a system of meal tickets or other similar medium of exchange rather than an electronic point-of-sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports a ticket as lost or stolen.~~

~~However, whenever any student reports an excessive number of lost or stolen tickets, the Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.~~

~~In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. The Superintendent or~~

~~designee shall investigate any claim that a bill does not belong to a student or is inaccurate, and shall open a new account as appropriate for a student whose account appears to have been misused.~~

~~CSBA NOTE: Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-03-2017, districts must ensure that students who are approved for reduced-price meals receive all meals that are paid for. Any excess payments must be either carried over or refunded to the parents/guardians. The following paragraph extends this provision to also apply to students paying for full-price meals.~~

~~Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or refunded to the student's parents/guardians.~~

~~**Unpaid and Delinquent Meal Charges**~~

~~CSBA NOTE: The following section reflects requirements applicable to districts participating in the National School Lunch and/or Breakfast Program and may also be used by districts that do not participate in the program. Pursuant to USDA Memorandum SP 46-2016, districts participating in the National School Lunch and/or Breakfast Program are mandated to have a written and clearly communicated meal charge policy which includes, but is not limited to, policy on the collection of delinquent meal charge debt. Such policy may be consistent for all students or vary by grade level. The following section may be revised to reflect district practice.~~

~~The district shall not direct any action toward a student to collect unpaid school meal fees. (Education Code 49557.5)~~

~~Students who have unpaid meal charges shall be served a meal of their choice throughout the school year regardless of the level of debt incurred by the household. Such students shall not be overtly identified by the use of special tokens, tickets, or other means and shall not be shamed, treated differently, or denied a meal of their choice. (Education Code 49557, 49557.5)~~

~~CSBA NOTE: Education Code 49557.5 requires that parents/guardians be notified no later than 10 days after a student's school meal account has reached a negative balance. At its discretion, the district may choose to also notify parents/guardians before the student's meal account reaches a negative balance. The following paragraph may be modified to reflect district practice.~~

~~No later than 10 days after a student's school meal account has reached a negative balance, the Superintendent or designee shall so notify the student's parent/guardian. Before sending this notification, the district shall exhaust all options and methods to directly certify the student for free or reduced-price meals. If the district is not able to directly certify the student, the notice to the parent/guardian shall include a paper copy of, or an electronic link to, an application for free or reduced-price meals and the Superintendent or designee shall contact the parent/guardian to encourage submission of the application. (Education Code 49557.5)~~

~~The district may attempt to collect unpaid school meal fees from a parent/guardian, but shall not use a debt collector. (Education Code 49557.5)~~

~~CSBA NOTE: The following optional paragraph reflects CDE guidance in its Nutrition Services Division Management Bulletin SNP-03-2017.~~

~~The Superintendent or designee may enter into an agreement with a student's parent/guardian for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.~~

~~CSBA NOTE: CDE's Nutrition Services Division Management Bulletin SNP-03-2017 requires that the district's unpaid meal policy conform with the cost principles set forth in 2 CFR 200.426, as provided below.~~

~~The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.~~

~~CSBA NOTE: Pursuant to CDE's Nutrition Services Division Management Bulletin SNP-03-2017, delinquent debt must be reclassified as bad debt and written off as an operating loss if it is not paid by the end of the fiscal year in which the debt was incurred, unless the district enters into a repayment plan with the parent/guardian prior to the end of the fiscal year or the debt occurs fewer than 90 days prior to the end of the fiscal year. Federal funds are not available to reimburse the district for bad debt. Districts are required to maintain related records in accordance with 7 CFR 210.9 and 210.15.~~

~~The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.~~

~~CSBA NOTE: To streamline administration of state and federal meal programs, CDE has developed an online Child Nutrition Information and Payment System which must be used to submit reimbursement claims and to submit and track the status of applications and USDA food requests.~~

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free~~,~~ and reduced-price~~, and full-price~~ meals. The Superintendent or designee shall submit reimbursement claims for school meals to the California Department of Education (CDE) using the online Child Nutrition Information and Payment System.

Donation of Leftover Food

To minimize waste and reduce food insecurity, the district may provide sharing tables where students and staff may return appropriate unused cafeteria food items to be made available to students during the course of a regular school meal time. If food on the sharing tables is not taken by a student, the school

cafeteria may donate the food to a food bank or any other nonprofit charitable organization. (Health and Safety Code 114079)

Food that may be donated includes prepackaged, nonpotentially hazardous food with the packaging still intact and in good condition, whole uncut produce that complies with Health and Safety Code 113992, unopened bags of sliced fruit, unopened containers of milk that are immediately stored in a cooling bin maintained at 41 degrees Fahrenheit or below, and perishable prepackaged food if it is placed in a proper temperature-controlled environment. The preparation, safety, and donation of food shall be consistent with Health and Safety Code 113980. (Health and Safety Code 114079)

Cafeteria Fund and Account

CSBA NOTE: Education Code 38093 authorizes the Governing Board to establish one or more cafeteria revolving accounts to be treated as revolving cash accounts of the cafeteria fund.

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. (Education Code 38090, 38093)

CSBA NOTE: Education Code 38101 permits a district, with approval from CDE, to utilize cafeteria funds to pay for the purchase of a mobile food facility. However, if the district uses federal reimbursements from any of the federal child nutrition programs for such purchase, the mobile food facility shall only be used to support the administration of those federal programs. Mobile food facilities used for any purposes other than to support the administration of federal child nutrition programs shall not be purchased with cafeteria funds.

The cafeteria fund shall be used only for those expenditures authorized by the Governing Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR Part 200 Appendix VII, and the California School Accounting Manual.

CSBA NOTE: The following ~~optional~~ paragraph is optional. By law, cafeteria funds may be used for ~~use by districts that choose to provide universal breakfast (free~~the operation and improvement of ~~charge to all students) at one or more schools. Pursuant~~school food services. For example, pursuant to Education Code 49550.5, districts may use cafeteria funds to supplement the cost of providing universal breakfast provided they submit the required certification to CDE. ~~The requirement to submit certification does not apply to any district that provides universal breakfast pursuant to a federally authorized provision (e.g., Provision 1, 2, or 3 or the Community Eligibility Provision of the National School Lunch Act).~~

~~With CDE approval, the~~The district may use cafeteria funds to supplement the provision of ~~universal~~a nutritionally adequate breakfast~~. On~~ and/or ~~before July 1 of each year, the~~ lunch to district ~~shall submit to CDE a Board-signed application certifying that breakfast will be provided to all~~ students ~~at no charge and that any cost above the amount provided in federal reimbursement will be covered~~when permitted by ~~the district with nonfederal funds. (Education Code 49550.5)~~law.

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the purpose of and basis for the expenditure. (Education Code 38101)

CSBA NOTE: The following optional paragraph may be revised to reflect district practice. 2 CFR Part 200 Appendix VII and ~~USDA~~USDA's guidance~~-~~, "SP 60-2016, Indirect Costs: Guidance for State Agencies and School Food Authorities~~,~~," provide information regarding allowable indirect costs that may be charged to the nonprofit school food service account. Indirect costs are those that are incurred for the benefit of multiple programs or objectives and typically support administrative overhead functions (e.g., accounting, payroll, purchasing, utilities, janitorial services). Each program or objective that benefits from the indirect cost bears a commensurate portion of the cost. Costs may be charged to the nonprofit food service account only if properly documented.

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate as approved by CDE or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

CSBA NOTE: Pursuant to 7 CFR 210.14 and 220.7, net cash resources (i.e., all monies that have accrued to the nonprofit school food service at any given time, less cash payable) should not exceed three months' average expenditures. If there is a surplus, then according to ~~USDA~~USDA's guidance, "Indirect Costs: Guidance for State Agencies and School Food Authorities~~,~~," the district must lower the price of paid lunches, improve food quality, or make other improvements to school meal operations. CDE's Nutrition Services Division Management Bulletin NSD-SNP-07-2013 provides that CDE may approve a district's net cash resources in an amount greater than three months' average expenditures if the district has a spending plan for the excess funds in place with the Nutrition Services Division.

Net cash resources in the nonprofit school food service shall not exceed three months' average expenditures. (7 CFR 210.14, 220.7)

U.S. Department of Agriculture Foods

CSBA NOTE: The following optional section is for use by districts that participate in the National School Lunch Program and receive foods from USDA pursuant to 42 USC 1755 and 7 CFR 250.1-250.70. CDE is responsible for ordering and distributing USDA foods for use in California schools.

The district shall provide facilities for the storage and control of foods received through the U.S. Department of Agriculture (USDA) that protect against theft, spoilage, damage, or other loss. Such

storage facilities shall maintain donated foods in sanitary conditions, at the proper temperature and humidity, and with adequate air circulation. The district shall comply with all federal, state, or local requirements related to food safety and health and procedures for responding to a food recall, as applicable, and shall obtain all required health inspections. (7 CFR 250.14)

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students, provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.59)

Contracts with Outside Services

CSBA NOTE: The following optional section is for use by districts that contract for food service management services pursuant to Education Code 49554, 42 USC 1758, or 7 CFR 210.16 or consulting services pursuant to Education Code 45103.5, and should be modified to reflect the type(s) of contracts the district maintains; see the accompanying Board policy.

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services~~, including prices to be charged to students for meals, and shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students.~~ . (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

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Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 49554	Contract for services
Ed. Code 49580-49581	Food recovery program
F&A Code 58595	Preference for California-grown agricultural products
H&S Code 113700-114437	California Retail Food Code~~,~~; sanitation and safety requirements
Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20111	Contracts over $50,000; contracts for construction; award to lowest responsible bidder

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7 CFR 210.1-210.33	National School Lunch Program
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7 CFR 245.8	Nondiscrimination practices for students eligible for free and reduced price meal and -free milk
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Management Resources	**Description**
California Department of Education Publication	Paid Lunch Equity ~~Requirement and Calculation Tool-Updated~~Exemption Guidance~~ for School Year 2019-20~~, NSD Management Bulletin, SNP-~~11-2019, May 2019~~02-2021, April 2022
~~California Department of Education Publication~~	~~Senate Bill 250: Child Hunger Prevention and Fair Treatment Act of 2017 and USDA Meal Charge Policy Requirements, NSD Management Bulletin, SNP-05-2018~~

California Department of Education Publication	Procuring and Monitoring of Food Service Management Contracts, NSD Management Bulletin, SNP-13-2015, January 2015
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California Department of Education Publication	Cafeteria Funds~~--~~-Allowable Uses, NSD Management Bulletin, ~~NSD-~~SNP-~~07-2013, May 2013~~05-2020, February 2020
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U.S. Department of Agriculture Publication	Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016
U.S. Department of Agriculture Publication	Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014
U.S. Department of Agriculture Publication	Indirect Costs: Guidance for State Agencies and School Food Authorities, SP 60-2016, September 2016
U.S. Department of Agriculture Publication	School Meals FAQs
U.S. Department of Agriculture Publication	~~Overcoming the~~ Unpaid Meal ~~Challenge: Proven Strategies from Our Nation's Schools~~Charges: Local Meal Charge Policies, SP ~~29-2017, September~~46-2016, July 2016
Website	U.S. Department of Agriculture, Food and Nutrition Services
Website	California Department of Education, Nutrition Services Division
Website	California School Nutrition Association

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
1113	District And School Web Sites
1113	District And School Web Sites
1113-E(1)	District And School Web Sites
1340	Access To District Records
1340	Access To District Records
3100	Budget
3100	Budget
3110	Transfer Of Funds
3230	Federal Grant Funds
3230	Federal Grant Funds
3260	Fees And Charges
3260	Fees And Charges
3300	Expenditures And Purchases
3311	Bids
3311	Bids
3312	Contracts
3314.2	Revolving Funds
3400	Management Of District Assets/Accounts
3400	Management Of District Assets/Accounts
3460	Financial Reports And Accountability
3460	Financial Reports And Accountability
3510	Green School Operations
3511	Energy And Water Management
3511	Energy And Water Management
3512	Equipment
3512-E-(1)	Equipment
3515.6	Criminal Background Checks For Contractors
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3552	Summer Meal Program
3552	Summer Meal Program
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals

3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E-(1)	Nutrition Program Compliance
3580	District Records
3580	District Records
~~3600~~	~~Consultants~~
4112.4	Health Examinations
4212	Appointment And Conditions Of Employment
4212.4	Health Examinations
4231	Staff Development
4312.4	Health Examinations
4331	Staff Development
5030	Student Wellness
5145.6	Parental Notifications
5145.6-E-(1)	Parental Notifications

Policy 3553: Free And Reduced Price Meals **Status:** ADOPTED

Original Adopted Date: 03/01/2016 **| Last Revised Date:** ~~03~~06/01/~~2018~~2022 **| Last Reviewed Date:** ~~03~~06/01/~~2018~~2022

CSBA NOTE: In addition to the requirement, pursuant to Education Code 49550~~ requires~~, that all districts ~~to~~ provide at least one nutritionally adequate meal during each school day to needy students, as defined in Education Code 49552~~ as those who meet federal eligibility criteria for~~ , commencing June 1, 2022, all districts are required pursuant to Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), to provide a free, nutritionally adequate breakfast and lunch each school day, to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility. To be eligible for state reimbursement for provision of meals~~.~~ under Education Code 49501.5, a district must participate in the National School Lunch and/or School Breakfast Programs. Consequently, the federal rules and regulations governing those programs are applicable to districts that may want to seek state reimbursement for the cost of meals required pursuant to Education Code 49501.5.

Pursuant to 42 USC 1758 and 1773, districts that participate in the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) may receive a higher reimbursement rate for free and reduced-price meals than that provided for meals for noneligible students. In addition, state funding may be available through the State ~~Meal~~Breakfast and Lunch Program (Education Code 49490-49494). The district may apply to the California Department of Education (CDE) for available state and federal funds.

The requirement to provide at least one nutritionally adequate meal to needy students applies during summer school sessions unless the district receives a waiver from the State Board of Education (SBE) under the conditions described in Education Code 49548. In order to receive a waiver, the district is required to submit a waiver request no later than 60 days before the last regular meeting of the SBE before the start of the summer school session for which the waiver is sought. Funding to support the provision of summer school meals is available through the Seamless Summer Feeding Option and/or Summer Food Service Program (Education Code 49547.5; 42 USC 1761); see BP/AR 3552 - Summer Meal Program.

Student eligibility for free and reduced-price meals serves as the basis for identifying students as low income for a variety of purposes, including, but not limited to, state allocations of supplemental and concentration funding within the local control funding formula. Districts must use such funding to increase or improve services for low-income students and other populations of "unduplicated students" (see BP/AR 3100 - Budget) and must establish goals and specific actions for low-income students in the local control and accountability plan (see BP/AR 0460 - Local Control and Accountability Plan).

The following policy is **mandated** for any district that authorizes employee access to students' free and reduced-price meal eligibility information for the disaggregation of academic achievement data and other specified purposes; see section "Confidentiality/Release of Records" below.

The Governing Board recognizes that adequate nutrition is essential to the development, health and well-being, and learning of all students. The Superintendent or designee shall facilitate and encourage the participation of all students ~~from low-income families~~ in the district's food service program.

~~The~~Each school day, the district shall provide~~ at least one~~ , free of charge, a nutritionally adequate ~~meal each school day, free of charge or at a reduced price,~~breakfast and lunch for ~~students whose families meet federal eligibility criteria.~~any student who requests a meal. (Education Code ~~49550, 49552~~49501.5)

~~CSBA NOTE: Pursuant to 42 USC 1759a, eligible schools may apply to receive meal reimbursements under a universal meal service provision (e.g., the Community Eligibility Provision or Provision 2), which provides breakfast and/or lunch free of charge to all students enrolled at the school. Education Code 49564, as added by SB 138 (Ch. 724, Statutes of 2017), requires any district with a "very high poverty school," defined as one that qualifies to receive the free meal rate in the Community Eligibility Provision, to apply to CDE by September 1, 2018 to operate under any federal universal meal service provision. A district may be exempted from this requirement if the Governing Board adopts a resolution stating that it is unable to comply due to fiscal hardship.~~

~~If all district schools operate under a universal meal service provision, this policy and the accompanying regulation should be revised to delete references to reduced-price meals, student eligibility, and the application process.~~CSBA NOTE: Education Code 49564.3, as added by AB 130, requires districts with a "high poverty school," defined as a school that is eligible to operate the Community Eligibility Provision (CEP) pursuant to 42 USC 1759a, to adopt a universal meal service provision such as the CEP or Provision 2 no later than June 30, 2022.

To provide optimal nutrition and ~~reduce the administrative burden of food service operations~~ensure that schools receive maximum federal meal reimbursement, the Superintendent or designee shall assess the eligibility of district schools to ~~provide breakfast and/or lunch free of charge to all students at the school under a federally funded~~operate a federal universal meal service provision, such as Provision 2 or the Community Eligibility Provision, pursuant to 42 USC 1759a.

~~If any district school meets the criteria for a "very high poverty school" through its eligibility for the federal Community Eligibility Provision reimbursement rate pursuant to 42 USC 1759a, the district~~ The Superintendent or designee shall ~~apply~~submit an application to operate a federal universal meal provision to the California Department of Education (CDE) ~~to operate a universal meal service, unless the Board adopts a resolution stating that the district is unable to comply with this requirement due to fiscal hardship. The resolution shall be part of the public agenda for at least two consecutive Board meetings, first as an information item and then as an action item. The Board shall reconsider the resolution at least once every four years.~~on behalf of any district school that meets the definition of a "high poverty school." (Education Code 49564~~; 42 USC 1759a)~~.3)

CSBA NOTE: In order to be reimbursed for the California Universal Meal Program established pursuant to Education Code 49501.5, as added by AB 130, or for free and reduced-price meals under the federal National School Lunch or School Breakfast Program, a school must meet ~~federal~~state and/or ~~state~~federal nutritional guidelines in ~~7 CFR 210.10 and 220.8 and~~ Education Code 49430 and 49430.7 and 7 CFR 210.10 and 220.8, as described in AR 3550 - Food Service/Child Nutrition Program.

The Superintendent or designee shall ensure that meals ~~provided through the free and reduced-price meals~~served under the school nutrition program meet applicable state and/or federal nutritional standards in accordance with law, Board policy, and administrative regulation.

~~CSBA NOTE: The federally funded Special Milk Program (42 USC 1772; 7 CFR 215.1, 215.7) assists in providing milk to students at reasonable prices in schools that do not participate in the National School Lunch or Breakfast Program or Summer Food Service Program. Participating districts may, at their discretion, choose to provide milk at no charge to students who qualify for free and reduced-price meals. The following optional paragraph is for use by districts that choose to provide free milk to eligible students.~~CSBA NOTE: Education Code 49557 requires the district to develop a plan ensuring that students eligible to receive free and reduced-price meals are not treated differently in the implementation of the food services program. See the accompanying administrative regulation for plan requirements.

~~Schools participating in the Special Milk Program pursuant to 42 USC 1772 shall provide milk at no charge to students who meet federal eligibility criteria for free or reduced-price meals.~~

~~CSBA NOTE: Education Code 49557 requires the district to develop a plan ensuring that students receiving free and reduced-price meals are not treated differently in the implementation of the food services program. See the accompanying administrative regulation for plan requirements.~~

The Board shall approve, and shall submit to ~~the~~ CDE for approval, a plan that ensures that students eligible to receive free or reduced-price meals ~~and milk~~ are not treated differently from other students~~.~~ (and that meets other requirements specified in Education Code 49557~~)~~.

Confidentiality/Release of Records

All applications and records related to eligibility for the free and reduced-price meal program shall be confidential and may not be ~~released~~disclosed except as provided by law and authorized by the Board or pursuant to a court order. (Education Code 49558)

CSBA NOTE: The remainder of this section should be revised to reflect the purposes for sharing free and reduced-price eligibility information that are authorized by the Board. Districts wishing to use free and reduced-price meal records for the following purposes are mandated by Education Code 49558 to adopt a policy authorizing employee access. See the accompanying administrative regulation for additional requirements applicable to districts that authorize such access.

The Board authorizes designated employees to use ~~individual~~ records pertaining to ~~student~~an individual student's eligibility for the free and reduced-price meal program for the following purposes: (Education Code 49558)

1. Disaggregation of academic achievement data

   CSBA NOTE: Education Code 49558 allows districts to use the name and eligibility status of students participating in the free and reduced-price meal program to identify students eligible for school choice and supplemental educational services (SES) in Title I schools identified for program improvement. However, the Every Student Succeeds Act (P.L. 114-95) repealed 20 USC 6316 which had required the provision of student transfers and SES.

   Although Education Code 49558 has not yet been amended to reflect the repeal of 20 USC 6316, CSBA believes that the use of free and reduced-price eligibility data would be necessary to implement Title I, Part A of the Elementary and Secondary Education Act, which provides financial assistance to meet the needs of students from low-income families, as well as other federal programs. The district should consult legal counsel if it has questions about the use of free and reduced-price meal information for these or other purposes.

2. Identification of students eligible for services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576

   CSBA NOTE: ~~According to CDE~~ In its Management Bulletin SNP-~~12-2015, Education Code 49558 does not prohibit~~02-2018, CDE clarified that designated school officials authorized to administer the ~~sharing of~~ free and reduced-price meal ~~application information to other districts/schools for~~ program may share the ~~purpose of determining students' eligibility. The district may provide only the student's~~ name and eligibility status ~~unless~~ of a student with other school officials within the district for purposes not directly related to the ~~applicant consents~~free and reduced-price meal program, such as to facilitate the ~~sharing of additional information.~~provision of educational services and support to students who participate in the free and reduced-price meal program on a targeted basis rather than on a schoolwide or districtwide basis, in accordance with the local control accountability plan.

3. Facilitation of targeted educational services and supports to individual students based on the local control accountability plan

CSBA NOTE: According to CDE's Management Bulletin SNP-12-2015, Education Code 49558 does not prohibit the sharing of free and reduced-price meal application information to other districts/schools for the purpose of determining student eligibility. For this purpose, the district may provide only a student's name and eligibility status unless the applicant consents to the sharing of additional information.

If a student transfers from the district to another district, charter school, county office of education program, or private school, the Superintendent or designee may share the student's meal eligibility information to the other educational agency to assist ~~in the continuation of the student's meal benefits.~~that other educational agency in ensuring that the student continues to receive school meals.

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to another school district, charter school, or county office of education that is serving a student living in the same household for purposes related to program eligibility and data used in local control funding formula (LCFF) calculations. (Education Code 49558)

The Superintendent or designee may release the name and eligibility status of a student participating in the free or reduced-price meal program to the Superintendent of Public Instruction for purposes of determining allocations under the ~~local control funding formula~~LCFF and for assessing accountability of that funding. (Education Code 49558)

The Superintendent or designee may release information on the school lunch program application to the local agency that determines eligibility for participation in the Medi-Cal program if the student has been approved for free meals or, if included in the agreement with the local agency, for reduced-price meals. ~~He/she~~The Superintendent or designee also may release information on the school lunch application to the local agency that determines eligibility for CalFresh or another nutrition assistance program authorized under 7 CFR 210.1 if the student has been approved for free or reduced-price meals. Information may be released for these purposes only if the student's parent/guardian consents to the sharing of information and the district has entered into a memorandum of understanding with the local agency which, at a minimum, includes the roles and responsibilities of the district and local agency and the process for sharing the information. After sharing information with the local agency for purposes of determining eligibility for that program, no further information shall be shared unless otherwise authorized by law. (Education Code 49557.2, 49557.3, 49558)

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs

Ed. Code 49500-49505	School meals
Ed. Code 49501.5	California Universal Meals Program
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550-49564.5	Meals for needy students
Ed. Code 49564.3	High-poverty schools; universal meal service

Federal	**Description**
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1791	Child nutrition
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.31	National School Lunch Program
7 CFR 220.10-220.21	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk

Management Resources	**Description**
California Department of Education Publication	~~Direct Certification Implementation Checklist Free and Reduced-Price Meals: January 2018~~Clarification on the Sharing of Individual Student Eligibility Information for Local Control and Accountability Plan Purposes, Management Bulletin SNP-02-2018, May 2018
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, 2012
CSBA Publication	Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, rev. 2012
U.S. Department of Agriculture Publication	Eligibility Manual for School Meals: Determining and Verifying Eligibility, July ~~2015~~2017
U.S. Department of Agriculture Publication	Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002
Website	U.S. Department of Agriculture, Food and Nutrition ~~Services~~Service
Website	Nourish California ~~Food Policy Advocates~~
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	California Department of Education, Nutrition Services Division
Website	CSBA

Cross References

Code	Description
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
3100	Budget
3100	Budget
3250	Transportation Fees
3250	Transportation Fees
3260	Fees And Charges
3260	Fees And Charges
3550	Food Service/Child Nutrition Program
3550	Food Service/Child Nutrition Program
3551	Food Service Operations/Cafeteria Fund
3551	Food Service Operations/Cafeteria Fund
3552	Summer Meal Program
3552	Summer Meal Program
3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E ~~PDF~~(1)	Nutrition Program Compliance
4119.23	Unauthorized Release Of Confidential/Privileged Information
4219.23	Unauthorized Release Of Confidential/Privileged Information
4319.23	Unauthorized Release Of Confidential/Privileged Information
5030	Student Wellness
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
~~5141.22~~	~~Infectious Diseases~~
~~5141.22~~	~~Infectious Diseases~~

5141.6	School Health Services
5141.6	School Health Services
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parental Notifications
5145.6-E ~~PDF~~(1)	Parental Notifications
~~5145.71~~	~~Title IX Sexual Harassment Complaint Procedures~~
~~5145.71-E PDF(1)~~	~~Title IX Sexual Harassment Complaint Procedures~~
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
~~6164.5~~	~~Student Success Teams~~
~~6164.5~~	~~Student Success Teams~~
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E-(1)	Education For Homeless Children
6173-E-(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6175	Migrant Education Program
6175	Migrant Education Program
6176	Weekend/Saturday Classes
6177	Summer Learning Programs

Regulation 3553: Free And Reduced Price Meals

Status: ADOPTED

Original Adopted Date: 03/01/2016 | **Last Revised Date:** ~~03~~06/01/~~2018~~2022 | **Last Reviewed Date:** ~~03~~06/01/~~2018~~2022

CSBA NOTE: In addition to the requirement pursuant to Education Code 49550~~ requires~~, that all districts ~~to~~ provide at least one nutritionally adequate meal during each school day to ~~low-income~~needy students, as defined in Education Code 49552~~ as those who meet federal eligibility criteria for~~ , commencing June 1, 2022, all districts are required pursuant to Education Code 49501.5, as added by AB 130 (Ch. 44, Statutes of 2021), to provide a free, nutritionally adequate breakfast and lunch each school day to any student who requests a meal, regardless of the student's free or reduced-price meal eligibility. To be eligible for state reimbursement for provision of meals~~.~~ under Education Code 49501.5, a district must participate in the National School Lunch and/or School Breakfast Programs. Consequently, the federal rules and regulations governing those programs are applicable to districts that may want to seek state reimbursement for the cost of meals required pursuant to Education Code 49501.5.

The following administrative regulation is for use by all districts, regardless of whether they receive reimbursement for free and reduced-price meals through the National School Lunch and/or Breakfast Program (42 USC 1751-1769j, 1773) and/or the State Meal Program (Education Code 49490-49494).

Applications

CSBA NOTE: The California Department of Education's (CDE~~) Management Bulletin USDA-SNP-07-2010~~), "Universal Meals Program Questions and Answers," clarifies that ~~it is~~ districts participating in the ~~responsibility of the district~~National School Lunch and/or Breakfast Program must continue to ~~ensure that~~collect meal applications, as meal counts for reimbursement purposes need to be claimed in accordance with the amount of free~~ and~~, reduced-price, and paid meals ~~and free milk meet the requirements of law. Model application forms are available from the CDE in several formats and in both English and Spanish.~~served.

The Superintendent or designee shall ensure that the district's application form for free and reduced-price meals and related materials include the statements specified in Education Code 49557 and 7 CFR 245.5. The district's application packet shall include the notifications and information listed in Education Code 49557.2.

The application form and related information shall be distributed in paper form to all parents/guardians at the beginning of each school year and shall be available to students at all times during the school day. (Education Code 48980, 49520; 42 USC 1758; 7 CFR 245.5)

CSBA NOTE: The following paragraph is optional. In addition to the paper application form described above, Education Code 49557 authorizes districts to make the application for free or reduced-price meals available online, provided that it complies with specified requirements.

In addition, the district application form for free and reduced price meals shall be available online. The online application form shall require completion of only those questions necessary for determining eligibility, contain clear instructions for families that are homeless or migrant, and comply with other requirements specified in Education Code 49557.

CSBA NOTE: According to the U.S. Department of Agriculture's (USDA), "Eligibility Manual for School Meals: Determining and Verifying Eligibility~~,~~," households enrolling a new student after the start of the school year must also be provided an application and related materials.

An application form and related information shall also be provided whenever a new student is enrolled.

At the beginning of each school year, the Superintendent or designee shall send a public release, containing the same information supplied to parents/guardians and including eligibility criteria, to local media, the local unemployment office, and any major employers in the district attendance area contemplating large layoffs. Copies of the public release shall be made available upon request to any interested person. (7 CFR 245.5)

Eligibility

CSBA NOTE: Districts are responsible for determining students' eligibility for free and reduced-price meals in accordance with criteria established by CDE consistent with 42 USC 1758 and 1773 and 7 CFR 245.3. Family income levels that qualify for free or reduced-price meals, by household size, are annually posted on CDE's web site.

Pursuant to 42 USC 1769c, a district that has demonstrated a high level of, or a high risk for, administrative error may be required to implement a second-level, independent review of the eligibility determination for each application. Such districts also will be subject to additional CDE reporting requirements.

The Superintendent or designee shall determine students' eligibility for the free and reduced-price meal program based on the criteria specified in 42 USC 1758 and 1773 and 7 CFR 245.1-245.13 and made available by the California Department of Education.

CSBA NOTE: In accordance with law, participants in certain state and federal programs are deemed to have met the income eligibility requirements of the free and reduced-price meal program and therefore may be directly certified as eligible without further action or additional application. For purpose of direct certification, districts may obtain data through the California Longitudinal Pupil Achievement Data System (CALPADS) or may enter into a local agreement with the county department of social or welfare services to match enrollment data.

Pursuant to 42 USC 1758 and 7 CFR 245.6, districts must directly certify for enrollment in the free and reduced-price meal program students who participate in the CalFresh program or California Work Opportunity and Responsibility to Kids (CalWORKs) program. 42 USC 1758 and 7 CFR 245.6 also authorize, but do not require, districts to directly certify any student who is homeless, migratory, a foster youth, or enrolled in a Head Start program. Education Code 49562~~, as amended by SB 138 (Ch. 724, Statutes of 2017)~~, also requires districts to use participation data in the Medi-Cal program to directly certify students as eligible for free and reduced-price meals, beginning with participation data from the 2017-18 school year as provided by CDE.

Further information about direct certification and eligibility is available in the USDA's "Eligibility Guidance for School Meals Manual~~.~~."

Pursuant to 42 USC 1759a, certain districts located in high poverty areas may be eligible to participate in alternative processes for annual determinations of student eligibility for free and reduced-price meals (Provisions 1, 2, 3, and 4). Districts participating in these alternative processes should revise the following section to reflect district practice.

Participants in the CalFresh, California Work Opportunity and Responsibility to Kids (CalWORKS), and Medi-Cal programs shall be directly certified for enrollment in the free and reduced-price meal program without further application. Participants in other state or federal programs may be directly certified when

authorized by law. (Education Code 49561, 49562; 42 USC 1758; 7 CFR 245.6)

Verification of Eligibility

Not later than November 15 of each year, the Superintendent or designee shall verify the eligibility of a sample of household applications approved for the school year in accordance with the sample sizes and procedures specified in 42 USC 1758 and 7 CFR 245.6a. (42 USC 1758; 7 CFR 245.6a)

If the review indicates that the initial eligibility determination is correct, the Superintendent or designee shall verify the approved household application. If the review indicates that the initial eligibility determination is incorrect, the Superintendent or designee shall: (42 USC 1758; 7 CFR 245.6a)

1. If the eligibility status changes from reduced price to free, make the increased benefits immediately available and notify the household of the change in benefits

2. If the eligibility status changes from free to reduced price, first verify the application, then notify the household of the correct eligibility status, and, when required by law, send a notice of adverse action as described below

3. If the eligibility status changes from free or reduced price to paid, send the household a notice of adverse action as described below

~~If any household is to receive a reduction or termination of benefits~~ If as a result of verification activities, the eligibility of a household that is receiving free or reduced-price benefits cannot be confirmed, or if the household fails to cooperate with verification efforts, the Superintendent or designee shall reduce or terminate benefits, as applicable, and shall properly document and retain on file in the district the reasons for the household's ineligibility. ~~He/she also shall send a notice of adverse action to any household that is to receive a reduction or termination of benefits. Such notice shall be provided~~At least 10 days prior to the actual reduction or termination~~ of benefits~~, the Superintendent or designee shall send a notice of adverse action to the household. The notice shall advise the household of: (7 CFR 245.6a)

1. The change and the reasons for the change

2. The right to appeal, when the appeal must be filed to ensure continued benefits while awaiting a hearing and decision, and instructions on how to appeal

3. The right to reapply at any time during the school year

Confidentiality/Release of Records

CSBA NOTE: The following section is for use by districts that have adopted a policy, pursuant to Education Code 49558, allowing designated district employees to use individual student records compiled in the administration of the free and reduced-price meal program for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC 6301-6576. See the accompanying Board policy. The district should consult legal counsel if it has questions about the use of free and reduced-price meal information for these or other purposes.

It is recommended that the district designate by name or job title the employee(s) authorized to use records for these purposes. Districts should identify the specific title(s) of the designated employee(s) in the space provided below, such as Title I Coordinator.

The Superintendent designates the following district employee(s) to ~~use~~disclose a student's name and eligibility status from individual meal records ~~pertaining to student participation in the free and reduced-price meal program~~only for the purpose of disaggregation of academic achievement data and/or the provision of services under the federal Elementary and Secondary Education Act pursuant to 20 USC

6301-6576.

School Nutrition Director_____

In ~~using the~~permitting the disclosure of student records for such purposes, the Superintendent or designee shall ensure that: (Education Code 49558)

1. No individual indicators of participation in the free and reduced-price meal program are maintained in the permanent records of any student if not otherwise allowed by law.

2. Information regarding individual student participation in the free and reduced-price meal program is not publicly released.

3. All other confidentiality provisions required by law are met.

4. Information collected regarding individual students certified to participate in the free and reduced-price meal program is destroyed when no longer needed for its intended purpose.

Nondiscrimination Plan

~~The district's plan for students receiving~~

CSBA NOTE: Pursuant to Education Code 49557, even with the establishment of the universal meal program, the legal obligation under federal law to ensure that students who are eligible for free and reduced-price meals are not treated differently remains applicable to districts.

In implementing the district's food service programs for students who are eligible to receive free or reduced-price meals, the district shall ensure the following: (Education Code 49557; 42 USC 1758)

1. The names of the students shall not be published, posted, or announced in any manner, or used for any purpose other than the National School Lunch and School Breakfast Programs, unless otherwise provided by law.

2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.

3. The students shall not be required to work for their meals ~~or for milk~~.

4. The students shall not be required to use a separate dining area, go through a separate serving line or entrance, or consume their meals ~~or milk~~ at a different time.

~~When more than one lunch, breakfast, or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price. (Education Code 49557; 7 CFR 245.8)~~

~~**Prices**~~

~~CSBA NOTE: The following section is for use by districts that provide reduced-price meals to students through the National School Lunch and/or Breakfast Program pursuant to 42 USC 1758 and 1773.~~

~~The maximum price that shall be charged to eligible students for reduced-price meals shall be 40 cents for lunch and 30 cents for breakfast. (42 USC 1758, 1773)~~

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 15510	Mandatory meals for needy students
5 CCR 15530-15535	Nutrition education
5 CCR 15550-15565	School lunch and breakfast programs
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 49430-49434	Pupil Nutrition, Health, and Achievement Act of 2001
Ed. Code 49490-49494	School breakfast and lunch programs
Ed. Code 49500-49505	School meals
Ed. Code 49501.5	California Universal Meals Program
Ed. Code 49510-49520	Nutrition
Ed. Code 49530-49536	Child Nutrition Act
Ed. Code 49547-49548.3	Comprehensive nutrition services
Ed. Code 49550-49564.5	Meals for needy students

Federal	Description
20 USC 1232g	Family Educational Rights and Privacy Act (FERPA) of 1974
20 USC 6301-6576	Title I Improving the Academic Achievement of the Disadvantaged
42 USC 1751-1769j	School Lunch Program
42 USC 1771-1791	Child nutrition
42 USC 1773	School Breakfast Program
7 CFR 210.1-210.31	National School Lunch Program
7 CFR 220.10-220.21	National School Breakfast Program
7 CFR 245.1-245.13	Eligibility for free and reduced-price meals and free milk

Management Resources	Description
~~California Department of Education Publication~~	~~Direct Certification Implementation Checklist Free and Reduced-Price Meals: January 2018~~
CSBA Publication	Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, 2012
CSBA Publication	Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, rev. 2012
U.S. Department of Agriculture Publication	Eligibility Manual for School Meals: Determining and Verifying Eligibility, July ~~2015~~2017
U.S. Department of Agriculture Publication	Provision 2 Guidance: National School Lunch and School Breakfast Programs, Summer 2002

Website	U.S. Department of Agriculture, Food and Nutrition ~~Services~~Service
Website	Nourish California ~~Food Policy Advocates~~
Website	California Project LEAN (Leaders Encouraging Activity and Nutrition)
Website	California Department of Education, Nutrition Services Division
Website	CSBA

Cross References

Code	Description
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
1340	Access To District Records
1340	Access To District Records
1400	Relations Between Other Governmental Agencies And The Schools
3100	Budget
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3250	Transportation Fees
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3550	Food Service/Child Nutrition Program
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3552	Summer Meal Program
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3554	Other Food Sales
3554	Other Food Sales
3555	Nutrition Program Compliance
3555-E-(1)	Nutrition Program Compliance
4119.23	Unauthorized Release Of Confidential/Privileged Information

4219.23	Unauthorized Release Of Confidential/Privileged Information
4319.23	Unauthorized Release Of Confidential/Privileged Information
5030	Student Wellness
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5125	Student Records
5125	Student Records
~~5141.22~~	~~Infectious Diseases~~
~~5141.22~~	~~Infectious Diseases~~
5141.6	School Health Services
5141.6	School Health Services
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parental Notifications
5145.6-E-(1)	Parental Notifications
~~5145.71~~	~~Title IX Sexual Harassment Complaint Procedures~~
~~5145.71-E PDF(1)~~	~~Title IX Sexual Harassment Complaint Procedures~~
5148	Child Care And Development
5148	Child Care And Development
5148.2	Before/After School Programs
5148.2	Before/After School Programs
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
~~6164.5~~	~~Student Success Teams~~
~~6164.5~~	~~Student Success Teams~~
6171	Title I Programs
6171	Title I Programs
6173	Education For Homeless Children
6173	Education For Homeless Children
6173-E- (1)	Education For Homeless Children
6173-E-(2)	Education For Homeless Children
6173.1	Education For Foster Youth
6173.1	Education For Foster Youth
6175	Migrant Education Program
6175	Migrant Education Program

6176 Weekend/Saturday Classes

6177 Summer Learning Programs

Regulation 4112.2: Certification **Status:** ADOPTED

Original Adopted Date: 01/01/2011 | **Last Revised Date:** ~~07~~06/01/~~2017~~2022 | **Last Reviewed Date:** ~~07~~06/01/~~2017~~2022

Verification of Credentials

CSBA NOTE: The following optional section may be revised to reflect district practice. Pursuant to Education Code 44330, 44332.5, and 44857, each person employed in a position requiring certification qualifications must register a valid credential not later than 60 days after beginning employment in the district or not later than 60 days after renewing a credential. ~~A~~Pursuant to Education Code 44332.5, a district with over 10,000 average daily attendance (ADA) may provide for the registration of its own certificated employees' credentials. If it does not do so, or if the district has 10,000 ADA or less, certificated employees' credentials must be registered with the county office of education~~.~~ (COE). The following section may be revised to reflect district practice.

The Commission on Teacher Credentialing (CTC) does not provide credentials in a paper format. Pursuant to 5 CCR 80001, the official record of a credential ~~is~~includes any credential in a paper or electronic format, including, but not limited to, information obtained from ~~the CTC~~CTC's web site. ~~If an applicant has indicated a county of employment on his/her application, the county office of education will receive a download of credential information for that applicant.~~ For all other certificated staff, the district must obtain verification of its employees' certification through ~~the~~ CTC's online service and may print the displayed information.

The Superintendent or designee shall verify that each employee in a position requiring certification qualifications possesses a valid certification document issued by the Commission on Teacher Credentialing (CTC). Such verification shall occur not later than 60 days after the commencement of employment or the renewal of a credential. (Education Code 44857)

CSBA NOTE: Pursuant to Education Code 44332, 44332.5, and 44332.6, an individual may be employed while ~~his/her~~ CTC is processing the application ~~is being processed by the CTC~~ if ~~he/she~~the individual holds a temporary certificate issued by a district with over 10,000 ADA or the ~~county office of education~~COE, indicating that ~~he/she~~the individual has passed the state assessment of teachers' basic skills and completed a criminal record check. ~~As amended by AB 1918 (Ch. 127, Statutes of 2016),~~ Education Code 44332, 44332.5, and 44332.6 require the district or ~~county office of education~~COE, prior to issuing a temporary certificate, to obtain a certificate of clearance (fingerprint clearance) from ~~the~~ CTC to satisfy the criminal record check requirement.

The Superintendent or designee shall verify that any person who is employed by the district while ~~his/her~~ CTC is processing the application for certification ~~is being processed by the CTC~~ possesses a temporary certificate based on a demonstration of basic skills and completion of a criminal background check. (Education Code 44332, 44332.5, 44332.6)

The Superintendent or designee shall maintain records of the appropriate certification of all employees serving in certificated positions.

Basic Skills Proficiency

CSBA NOTE: Education Code 44830 provides that a district cannot employ an individual in a position requiring certification unless that person has met the basic skills proficiency requirement or is exempted from the requirement by law. Such exemptions are specified in Education Code 44252 and 44830. Unless exempted, persons who have been granted a credential by ~~the~~ CTC have met the basic skills

proficiency requirement as a condition of obtaining the credential. ~~According to CTC leaflet CL-667, Basic Skills Requirement, the basic skills proficiency requirement also may be met by passage of the California Basic Educational Skills Test, California Subject Examinations for Teachers: Multiple Subject Plus Writing Skills Examination, California State University Early Assessment Program, California State University Placement Examinations, or a basic skills examination from another state.~~

The district shall not initially hire a person in a position requiring certification, on a permanent, temporary, or substitute basis, unless that person has demonstrated basic skills proficiency in reading, writing, and mathematics or is specifically exempted from the requirement by law. (Education Code 44252, 44252.6, 44830)

CSBA NOTE: According to CTC leaflet CL-667, "Basic Skills Requirement", the basic skills proficiency requirement may be met as reflected in Items #1-8, below.

A person may demonstrate basic skills proficiency in reading, writing, and mathematics by:

1. Passage of the California Basic Educational Skills Test (CBEST) (Education Code 44252.5)

2. Passage of the California Subject Examinations for Teachers plus Writing Skills Examination

3. Passage of the California State University (CSU) Early Assessment Program or the CSU Placement Examinations (Education Code 44252)

4. Achieving a qualifying score on the Scholastic Aptitude Test or the American College Test (Education Code 44252)

5. Achieving a qualifying score on College Board Advanced Placement Examinations

6. Passage of a basic skills examination from another state

CSBA NOTE: Pursuant to Education Code 44252, as amended by AB 130 (Ch. 44, Statutes of 2021), a person is exempt from the basic skills proficiency test requirement by earning at least a letter grade of B in qualifying coursework determined by a credential preparation program, or determined by CTC for an applicant not enrolled in a California credential preparation program. "Qualifying coursework" means a course or courses taken at a regionally accredited institution of higher education for academic credit that applies toward the requirements for an associate's degree, baccalaureate degree, or higher degree. Qualifying coursework does not include professional development or continuing education units, inservice training or workshops, or courses where credits do not apply toward the requirements for an associate's degree, baccalaureate degree, or higher degree. Pursuant to Education Code 44203, as amended by AB 320 (Ch. 663, Statutes of 2021), the definition of a "regionally accredited institution" includes an institution of higher education that held preaccreditation status at the time the degree of an applicant for a credential was conferred if the institution achieved full accreditation status within five years of earning preaccreditation status in addition to an institution of higher education that has already been designated as regionally accredited. CTC is proposing emergency regulations to implement the statutory changes to subject matter competence requirements enacted by AB 130; see CTC Coded Correspondence 21-06 for more information on the proposed regulations.

7. Qualifying coursework (Education Code 44252)

CSBA NOTE: Pursuant to Education Code 44252, as amended by AB 130 and AB 167 (Ch. 252, Statutes of 2021), a person is exempt from the basic skills proficiency test requirement if a credential preparation program or CTC determines that an applicant has demonstrated proficiency through a combination of coursework, as described in Item #7, above, passage of a component or components of the basic skills proficiency test, and scores described in Items #3 and 4, above.

8. Qualifying coursework and exams (Education Code 44252)

The district may hire a certificated employee who has not taken a test of basic skills proficiency if ~~he/she~~the employee has not yet been afforded the opportunity to take the test, provided that ~~he/she~~the employee takes the test at the earliest opportunity. The employee may remain employed by the district pending the receipt of ~~his/her~~the test results. (Education Code 44830)

An out-of-state prepared teacher shall meet the basic skills requirement within one year of being issued a California preliminary credential by ~~the~~ CTC unless ~~he/she~~the teacher has completed a basic skills proficiency test in another state, passed a basic skills proficiency test developed and administered by the district, by cooperating districts or by the county office of education (COE), or is otherwise exempted by law. The district shall develop a basic skills proficiency test, which shall be at least equivalent to the district test required for high school graduation, for purposes of assessing out-of-state prepared teachers pending completion of the basic skills requirement. (Education Code 44252, 44274.2; 5 CCR 80071.4, 80413.3)

CSBA NOTE: Pursuant to Education Code 44252 and 44830, persons holding or applying for a "designated subjects special subjects" credential must be assessed with a district basic skills proficiency test, unless their credential requires possession of a bachelor's degree in which case they are required to meet the state basic skills proficiency requirement. When such persons are employed by a consortium of districts or a joint powers agreement, the test may instead be established by the boards of those entities.

Any person holding or applying for a "designated subjects special subjects" credential which does not require possession of a bachelor's degree shall pass a district proficiency test in lieu of meeting the state basic skills proficiency requirement. (Education Code 44252, 44830)

The district may charge a fee to cover the costs of developing, administering, and grading the district proficiency test. (Education Code 44252, 44830)

Short-Term Staff Permit

CSBA NOTE: 5 CCR 80021 establishes the short-term staff permit (STSP) to immediately fill teacher vacancies based on unforeseen circumstances. Pursuant to 5 CCR 80021, ~~the~~ CTC will issue the STSP to an individual only once and for no more than one year. The STSP will expire no later than July 1, unless the STSP is for a summer school assignment in which case the STSP will expire no later than September 1.

The district may request that ~~the~~ CTC issue a short-term staff permit (STSP) to a qualified applicant whenever there is a need to immediately fill a classroom based on unforeseen circumstances, including, but not limited to: (5 CCR 80021)

1. Enrollment adjustments requiring the addition of another teacher

2. Inability of the teacher of record to finish the school year due to approved leave or illness

3. The applicant's need for additional time to complete preservice requirements for enrollment into an approved ~~intern~~internship program

4. Inability of the applicant to enroll in an approved ~~intern~~internship program due to timelines or lack of space in the program

5. Unavailability of a third-year extension of an ~~intern~~internship program or the applicant's withdrawal from an ~~intern~~internship program

The Superintendent or designee shall ensure that the applicant possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021 for the multiple subject, single subject, or education specialist STSP as appropriate. (5 CCR 80021)

When requesting issuance of an STSP, the Superintendent or designee shall submit to ~~the~~ CTC: (5 CCR 80021)

1. Verification that the district has conducted a local recruitment for the permit being requested

2. Verification that the district has provided the permit holder with orientation to the curriculum and to instruction and classroom management techniques and has assigned a mentor teacher for the term of the permit

3. Written justification for the permit signed by the Superintendent or designee

CSBA NOTE: 5 CCR 80021 provides that a holder of the STSP is authorized to provide the same service as a holder of the preliminary or clear credential of the same type (i.e., multiple subject, single subject, education specialist). 5 CCR 80021 provides that all STSPs will also include an English learner authorization allowing the holder to provide services in English language development (ELD) or specially designed academic instruction in English (SDAIE); see AR 4112.22 - Staff Teaching English Learners. Upon request by the district and verification of the applicant's target-language proficiency, the STSP may instead include a bilingual authorization allowing the holder to provide instruction for primary language development or content instruction delivered in the primary language, in addition to ELD and SDAIE.

The holder of an STSP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021)

Provisional Internship Permit

CSBA NOTE: 5 CCR 80021.1 establishes the provisional internship permit (PIP) to staff classrooms when appropriately credentialed teachers cannot be found after a diligent search. 5 CCR 80021.1 provides that the PIP will be issued for one calendar year and may not be renewed.

Before requesting that ~~the~~ CTC issue a provisional internship permit (PIP), the district shall conduct a diligent search for a suitable credentialed teacher or intern, including, but not limited to, distributing job announcements, contacting college and university placement centers, and advertising in print or electronic media. (5 CCR 80021.1)

Whenever a suitable credentialed teacher cannot be found after a diligent search, the Superintendent or designee may request that ~~the~~ CTC issue a PIP to an applicant who possesses a bachelor's or higher degree from a regionally accredited college or university, has met the basic skills proficiency requirement unless exempted by state law or regulations, and has satisfied the coursework/experience requirements specified in 5 CCR 80021.1 for the multiple subject, single subject, or education specialist PIP as appropriate. (5 CCR 80021.1)

When submitting the request for a PIP, the district shall provide verification of all of the following: (5 CCR 80021.1, 80026.5)

1. A diligent search has been conducted for a suitable credentialed teacher or suitable qualified intern as evidenced by documentation of the search.

2. Orientation, guidance, and assistance shall be provided to the permit holder as specified in 5 CCR 80026.5.

   The orientation shall include, but not be limited to, an overview of the curriculum the permit holder is expected to teach and effective instruction and classroom management techniques at the permit holder's assigned level. The permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or ~~county office of education~~COE and who has completed at least three years of full-time classroom teaching experience.

3. The district shall assist the permit holder in developing a personalized plan through a district-selected assessment that would lead to subject-matter competence related to the permit.

4. The district shall assist the permit holder to seek and enroll in subject-matter training, such as workshops or seminars and site-based courses, along with training in test-taking strategies, and shall assist the permit holder in meeting the credential subject-matter competence requirement related to the permit.

5. A notice of intent to employ the applicant in the identified position has been made public.

   The district shall submit a copy of the agenda item presented at ~~a public~~an open Governing Board meeting which shall state the name of the applicant, the assignment in which the applicant will be employed including the name of the school, subject(s), and grade(s) that ~~he/she~~the applicant will be teaching, and that the applicant will be employed on the basis of a PIP. The district also shall submit a signed statement from the Superintendent or designee that the agenda item was acted upon favorably.

6. The candidate has been apprised of steps to earn a credential and enroll in an intern program.

CSBA NOTE: 5 CCR 80021.1 provides that a holder of the PIP is authorized to provide the same service as a holder of the preliminary or clear credential of the same type (i.e., multiple subject, single subject, education specialist). In addition, 5 CCR 80021.1 provides that all PIPs will include an English learner authorization allowing the holder to provide services in ELD or SDAIE; see AR 4112.22 - Staff Teaching English Learners. Upon request by the district and verification of the applicant's target-language proficiency, the PIP may instead include a bilingual authorization allowing the holder to provide instruction for primary language development or content instruction delivered in the primary language, in addition to ELD and SDAIE.

The holder of a PIP may be assigned to provide the same service as a holder of a multiple subject, single subject, or education specialist credential in accordance with the authorizations specified on the permit. (5 CCR 80021.1)

Teaching Permit for Statutory Leave

CSBA NOTE: 5 CCR 80022~~, as added by Register 2016, No. 34,~~ establishes the Teaching Permit for Statutory Leave (TPSL), which authorizes the holder to serve as the interim teacher of record when a teacher takes a statutory leave. The applicable statutory leaves are specified in 5 CCR 80022 and, as clarified by CTC Coded Correspondence 16-10, exclude administrative leave. The TPSL is valid for one calendar year from the first day of the month immediately following the date of issuance, but may be renewed on an annual basis provided that the holder completes additional requirements as specified and the district verifies that it will provide continued mentoring and support.

Qualifications required for the TPSL include possession of a bachelor's or higher degree, completion of the basic skills requirement unless exempted by state law or regulations, completion of a subject-matter requirement, and 45 hours of preservice preparation in the content areas listed in 5 CCR 80022. The design and delivery of the preservice preparation are at the discretion of the district and, as described in CTC Coded Correspondence 16-10, may include existing training and development programs, new

preparation courses or modules, and/or partnerships with the ~~county office of education~~COE, neighboring districts, colleges and universities, or private companies. ~~The~~ CTC does not accredit or oversee any TPSL preparation. The following paragraph may be revised to reflect district practice.

Whenever there is an anticipated need for the district to temporarily fill the teaching assignment of a teacher of record who will be on sick leave, differential sick leave, industrial accident or illness leave, pregnancy disability leave, or family care and medical leave under the federal Family and Medical Leave Act or California Family Rights Act, the Superintendent or designee may request that ~~the~~ CTC issue a Teaching Permit for Statutory Leave (TPSL) to a qualified individual who will be serving as the interim teacher of record. Prior to submitting an application to ~~the~~ CTC, the district shall provide the applicant with 45 hours of preparation in the content areas listed in 5 CCR 80022. (5 CCR 80022)

A request for the TPSL shall only be submitted if the district has made reasonable efforts to hire a substitute with a full teaching credential that matches the setting and/or subject for the statutory leave position and no such candidate is available. (5 CCR 80022)

The district shall verify to ~~the~~ CTC that it will provide the interim teacher: (5 CCR 80022)

1. An orientation to the assignment before or during the first month of service in the statutory leave assignment

2. An average of two hours of mentoring, support, and/or coaching per week through a system of support coordinated and/or provided by a mentor who possesses a valid life or clear credential that would also authorize service in the statutory leave assignment

3. Lesson plans for the first four weeks of the assignment as well as continued assistance in the development of curriculum, lesson planning, and individualized education programs

CSBA NOTE: The TPSL authorizes the interim teacher of record to serve for the full length of the statutory leave. CTC Coded Correspondence 16-10 clarifies that, when more than one acceptable leave is taken consecutively, the holder of the TPSL may continue to serve as the interim teacher of record for the entire length of those leaves.

The holder of the TPSL may serve as the interim teacher of record for up to the full length of the leave(s) during the school year. (5 CCR 80022)

The Superintendent or designee shall maintain documentation on the assignment in accordance with 5 CCR 80022~~. He/she shall~~ and annually report data on the use of the TPSL to the County Superintendent of Schools for assignment monitoring pursuant to Education Code 44258.9. (5 CCR 80022)

The Superintendent or designee may annually request renewal of the TPSL, provided that no substitute with a full teaching credential is available for the assignment. The application for each reissuance shall include verification that the interim teacher has completed an additional 45 hours of preparation and the district is continuing to provide mentoring in accordance with items #2-3 above. (5 CCR 80022)

Long-Term Emergency Permits

CSBA NOTE: Pursuant to Education Code 44225.7, the district may request that ~~the~~ CTC grant an applicant a one-year emergency permit (Education Code 44300; 5 CCR 80023-80026.6) when a "fully prepared teacher," defined as a teacher who has completed a teacher preparation program, is unavailable to the district. Emergency permits may only be issued for the resource specialist permit (5 CCR 80024.3.1), teacher librarian services permit (5 CCR 80024.6), crosscultural, language and academic development permit (CLAD) (5 CCR 80024.8), and bilingual authorization permit (5 CCR 80024.7).

Pursuant to 5 CCR 80023.1, an emergency permit may be renewed for up to two additional one-year

periods (for a maximum of three years of service).

In order to request an emergency permit, the district must first demonstrate that it has made reasonable efforts to recruit candidates who are enrolled in an intern program or are scheduled to complete preliminary credential requirements within six months and must submit a Declaration of Need for Fully Qualified Educators; see the accompanying Board policy.

As necessary, the Superintendent or designee may request that ~~the~~ CTC issue an emergency resource specialist permit, emergency teacher librarian services permit, emergency crosscultural language and academic development permit~~,~~ (CLAD), or emergency bilingual authorization permit. (5 CCR 80024.3.1, 80024.6, 80024.7, 80024.8)

The Superintendent or designee shall provide any first-time recipient of an emergency teaching permit with an orientation which, to the extent reasonably feasible, shall occur before ~~he/she begins~~beginning a teaching assignment. The Superintendent or designee may vary the nature, content, and duration of the orientation to match the amount of training and experience previously completed by the emergency permit teacher. The orientation shall include, but not be limited to, the curriculum the teacher is expected to teach and effective techniques of classroom instruction and classroom management at the assigned grade-level span. The emergency permit holder also shall receive guidance and assistance from an experienced educator who is a certificated district employee or a certificated retiree from a California district or ~~county office of education~~COE and who has completed at least three years of full-time classroom teaching experience. (5 CCR 80026.5)

Substitute Teaching Permits

The district may employ a person whose credential or permit authorizes substitute teaching services, provided that:

~~CSBA NOTE: 5 CCR 80025.3, as amended by Register 2016, No. 34, authorizes the holder of the STSP, PIP, or TPSL to provide day-to-day substitute teaching services for up to 30 days for a general education teacher or 20 days for a special education teacher.~~

1. A person holding an emergency 30-day substitute teaching permit, STSP, PIP, TPSL, or any valid teaching or services credential that requires at least a bachelor's degree and completion of the ~~California Basic Educational Skills Test~~CBEST, shall not serve as a substitute for more than 30 days for any one teacher during the school year~~. He/she shall not serve~~ or as a substitute in a special education classroom for more than 20 days for any one teacher during the school year. (5 CCR 80025, 80025.3, 80025.4)

2. A person with an emergency career substitute teaching permit shall not serve as a substitute for more than 60 days for any one teacher during the school year. (5 CCR 80025.1)

3. A person with an emergency substitute teaching permit for prospective teachers shall not serve as a substitute for more than 30 days for any one teacher during the school year and not more than 90 days total during the school year. (5 CCR 80025.2)

4. A person with an emergency designated subjects 30-day substitute teaching permit for career technical education shall teach only in a program of technical, trade, or vocational education and shall not serve as a substitute for more than 30 days for any one teacher during the school year. (5 CCR 80025.5)

CSBA NOTE: 5 CCR 80025 and 80025.5 require the district to have a Statement of Need on file before employing a person with an emergency substitute permit pursuant to item #1 or 4 above. The CTC form for the Statement of Need may be found in ~~the~~ CTC's online , "Credential Information Guide~~,~~," which may be accessed only by employers.

Before employing a person with an emergency substitute permit pursuant to item #1 or 4 above, the Superintendent or designee shall prepare and keep on file a signed Statement of Need for the school year. The Statement of Need shall describe the situation or circumstances that necessitate the use of a 30-day substitute permit holder and state either that a credentialed person is not available or that the available credentialed person does not meet the district's specified employment criteria. (5 CCR 80025, 80025.5)

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 80001-80674.6	Commission on Teacher Credentialing
Ed. Code 32340-32341	Unlawful issuance of a credential
Ed. Code 35186	Complaints regarding teacher vacancy or misassignment
Ed. Code 44066	Limitations on certification requirements
Ed. Code 44200-~~44399.1~~ 44418	Teacher credentialing
Ed. Code 44250-44277	Credentials and assignment of teachers
Ed. Code 44300-44302	Emergency permit
Ed. Code 44325-44328	District interns
Ed. Code 44330-44355	Certificates and credentials
Ed. Code 44420-44440	Revocation and suspension of credentials
Ed. Code 44450-44468	University ~~intern~~internship program
Ed. Code 44830-44929	Employment of certificated persons; requirement of proficiency in basic skills
Ed. Code 56060-56063	Substitute teachers in special education
Ed. Code ~~8360-8370~~8295-8305	~~Qualifications of child care~~Child development program personnel qualifications

Federal	Description
20 USC 6312	Title I local educational agency plans; notifications regarding teacher qualifications
34 CFR 200.4~~8~~61	Parent notification regarding teacher qualifications

Management Resources	Description
Commission on Teacher Credentialing Publication	Waiver Requests Guidebook, 2015
Commission on Teacher Credentialing Publication	Credential Information Guide
Commission on Teacher Credentialing Publication	Assembly Bill 320: Regional Accreditation for Coursework and Degrees Used for Certification Purposes, Credential Information Alert 22-02, March 1, 2022
Commission on Teacher Credentialing Publication	Proposed Amendments and Additions to Title 5 of the California Code of Regulations Pertaining to Subject Matter

	Competence, Coded Correspondence 21-06, September 20, 2021
Commission on Teacher Credentialing Publication	Hiring Hierarchy in Education Code 44225.7, Coded Correspondence 13-01, January 30, 2013
Commission on Teacher Credentialing Publication	Approved ~~Add.~~Addition and Amendments to Title 5 of the ~~CCR~~California Code of Regulations Pertaining to Teaching Permit for Statutory Leave (TPSL), Coded Correspondence 16-10, Aug 23, 2016
Commission on Teacher Credentialing Publication	California Standards for the Teaching Profession ~~(CSTP),~~, 2009
Commission on Teacher Credentialing Publication	CL-667 Basic Skills Requirement
Commission on Teacher Credentialing Publication	CL-856 Provisional Internship Permit
Commission on Teacher Credentialing Publication	CL-858 Short-Term Staff Permit
Commission on Teacher Credentialing Publication	Subject Matter Authorization Guideline Book, ~~2012~~December 2019
Commission on Teacher Credentialing Publication	Supplementary Authorization Guideline Book, ~~2012~~December 2019
Commission on Teacher Credentialing Publication	The Administrator's Assignment Manual~~. rev. September 2007~~, 2021
Court Decision	Association of Mexican-American Educators et al. v. State of California and the Commission on Teacher Credentialing~~,~~ (1993) 836 F.Supp. 1534
Nat'l Board for Prof. Teaching Stds. Publication	Using Federal Funds for National Board Activities: An Action-Planning Guide
Nat'l Board for Prof. Teaching Stds. Publication	Considerations for Using Federal Funds to Support National Board Certification~~, 2018~~
Website	California Department of Education, CA NBPTS Certification Incentive Program 2021-26 (https://www.cde.ca.gov/pd/ps/nbptsprogram.asp)
Website	National Board Resource Center
Website	National Board for Professional Teaching Standards
Website	Commission on Teacher Credentialing
Website	Commission on Teacher Credentialing, Credential Information Guide (for employers' use only)
Website	CSBA
Website	U.S. Department of Education

Cross References

Code	Description
0460	Local Control And Accountability Plan

0460	Local Control And Accountability Plan
1312.4	Williams Uniform Complaint Procedures
1312.4-E(1)	Williams Uniform Complaint Procedures
1312.4-E(2)	Williams Uniform Complaint Procedures
~~1312.4-E PDF(1)~~	~~Williams Uniform Complaint Procedures~~
~~1312.4-E PDF(2)~~	~~Williams Uniform Complaint Procedures~~
3580	District Records
3580	District Records
4111	Recruitment And Selection
4112	Appointment And Conditions Of Employment
4112.21	Interns
4112.21	Interns
4112.22	Staff Teaching English Learners
4112.5	Criminal Record Check
4112.5-E (1)	Criminal Record Check
4112.6	Personnel Files
4113	Assignment
4113	Assignment
4114	Transfers
4117.14	Postretirement Employment
4117.3	Personnel Reduction
4119.21	Professional Standards
4119.21-E (1)	Professional Standards
4121	Temporary/Substitute Personnel
4121	Temporary/Substitute Personnel
4131	Staff Development
4131.1	Teacher Support And Guidance
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Regulation 6173.1: Education For Foster Youth **Status:** ADOPTED

Original Adopted Date: 12/01/2013 **| Last Revised Date:** ~~10~~06/01/~~2017~~ 2022**| Last Reviewed Date:** ~~10~~06/01/~~2017~~2022

Definitions

CSBA NOTE: Pursuant to Education Code 48853.5, as amended by AB 1055 (Ch. 287, Statutes of 2021), "foster youth" has the same meaning as the term is defined in Education Code 42238.01, as amended by AB 167 (Ch. 252, Statutes of 2021). See Items #4 and 5 below.

Foster youth, *foster child*, or *student in foster care* means ~~a~~any of the following: (Education Code 42238.01, 48853.5)

1. A child who ~~has been removed from his/her home~~ is the subject of a petition filed pursuant to Welfare and Institutions Code ~~309,~~300, whether or not the child has been removed from the child's home by the juvenile court pursuant to Welfare and Institutions Code 319 or 361.

2. A child who is the subject of a petition filed ~~under Welfare and Institutions Code 300 or 602, or has been removed from his/her home and is the subject of a petition filed under~~pursuant to Welfare and Institutions Code ~~300 or 602 or is a~~602, has been removed from the child's home by the juvenile court pursuant to Welfare and Institutions Code 727, and is in foster care as defined by Welfare and Institutions Code 727.4(d).

3. A nonminor who is under the transition jurisdiction of a juvenile court, as described in Welfare and Institutions Code 450, and satisfies the criteria specified in Education Code 42238.01. ~~(Education Code 42238.01, 48853.5)~~

4. A dependent child of the court of an Indian tribe, consortium of tribes, or tribal organization who is the subject of a petition filed in the tribal court pursuant to the court's jurisdiction in accordance with the tribe's law

5. A child who is the subject of a voluntary placement agreement, as defined in Welfare and Institutions Code 11400

CSBA NOTE: In instances where the rights of the parent/guardian have been limited, the court may appoint an educational representative on a temporary or long-term basis to make educational decisions for the student.

Person holding the right to make educational decisions means a responsible adult appointed by a court pursuant to Welfare and Institutions Code 361 or 726.

School of origin means the school that the foster youth attended when permanently housed or the school in which ~~he/she~~the foster youth was last enrolled. If the school the foster youth attended when permanently housed is different from the school in which ~~he/she~~the foster youth was last enrolled, or if there is another school that the foster youth attended within the preceding 15 months and with which the foster youth is connected, the district liaison for foster youth shall determine, in the best interests of the foster youth, which school ~~is~~shall be deemed the school of origin. This determination shall be made in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the ~~youth, and shall be based on the best interests of the~~ foster youth. (Education Code 48853.5)

CSBA NOTE: Education Code 48850 expresses the legislative intent that the "best interests" of a foster youth include educational stability as well as placement in the least restrictive educational program, as provided below.

In addition, pursuant to 20 USC 6311, determination of a student's "best interest" requires consideration of all factors relating to the student's best interest, including the appropriateness of the current educational setting and the proximity to the school in which the student is enrolled at the time of placement.

Best ~~interest~~*interests of a foster youth* means that, in making educational and school placement decisions for a foster youth, consideration is given to, among other factors, the proximity to the school at the time of placement, appropriateness of the educational setting, educational stability, the opportunity to be educated in the least restrictive educational setting necessary to achieve academic progress, and the foster youth's access to academic resources, services, and extracurricular and enrichment activities that are available to all district students. (Education Code 48850, 48853; 20 USC 6311)

District Liaison

CSBA NOTE: Pursuant to Education Code 48853.5, districts are required to designate a staff person as the educational liaison for foster youth. ~~This~~The person may be the same individual designated as the liaison for homeless students as required by 42 USC 11432; see AR 6173 - Education for Homeless Children. In addition, Education Code 48853.5 requires that, for districts operating a foster youth services program, the liaison be affiliated with that program. The duties of the liaison are as specified below.

The Superintendent designates the following position as the district's liaison for foster youth: (Education Code 48853.5)

Director of Student Services
(position or title)
435 Hillcrest Avenue, Pacific Grove, CA 93950_____
(address)
(831) 646-6523_____
(phone number)
cdavis@pgusd.org_____
(email)

The liaison for foster youth shall:

1. Ensure and facilitate the proper educational placement, enrollment in school, and checkout from school of students in foster care (Education Code 48853.5)

   CSBA NOTE: Education Code 48645.5 requires districts to accept for credit full or partial coursework completed in a public school or nonpublic nonsectarian school or agency in addition to a juvenile court school; see the section below entitled "Transfer of Coursework and Credits."

~~1.~~2. Ensure proper transfer of credits, records, and grades when students in foster care transfer from one school to another or from one district to another (Education Code 48645.5, 48853.5)

~~2.~~3. When a student in foster care is enrolling in a district school, the liaison shall contact the school last attended by the student to obtain, within two business days, all academic and other records. When a foster youth is transferring to a new school, the liaison shall provide the student's records to the new school within two business days of receiving the new school's request. (Education Code 48853.5)

CSBA NOTE: Pursuant to Education Code 48853.5, 48911, 48915.5, and 48918.1, the district liaison is required to invite or notify a foster youth's attorney and the appropriate official of the county child welfare agency in certain circumstances when expulsion-related proceedings are pending against the foster youth. For specific situations requiring such invitation or notice, see AR 5144.1 - Suspension and Expulsion/Due Process.

~~2.~~4.~~When required by law, notify the~~Notify a foster youth's attorney and the representative of the appropriate county child welfare agency, when ~~the~~ required by law for a foster youth who is undergoing any expulsion or other disciplinary proceeding~~,~~ including a manifestation determination for a foster youth who is a student with a disability, prior to a change in the foster youth's placement ~~when he/she is a student with a disability~~. (Education Code 48853.5, 48911, 48915.5, 48918.1)

CSBA NOTE: Items #4-8 below are optional and should be modified to reflect district practice.

~~3.~~5.As needed, make appropriate referrals to ensure that students in foster care receive necessary special education services and services under Section 504 of the federal Rehabilitation Act of 1973

~~4.~~6.As needed, ensure that students in foster care receive appropriate school-based services, such as counseling and health services, supplemental instruction, and after-school services

~~5.~~7.Develop protocols and procedures for creating awareness for district staff, including principals, school registrars, and attendance clerks, of the requirements for the proper enrollment, placement, and transfer of foster youth

CSBA NOTE: Optional item #7 establishes the responsibility of the district liaison to collaborate with other local agencies to coordinate services for foster youth.

Education Code 42920.5-42921 establish the Foster Youth Services Coordinating Program and provide funding for a county office of education or consortium of county offices of education to coordinate educational support for foster youth among the districts within their jurisdiction. As part of the program, such county offices must develop and implement a coordinating plan for purposes of establishing guiding principles and protocols to provide supports for foster care students. To the extent possible, such a plan must include, but is not limited to, a description of how the program will establish ongoing collaboration among local educational agencies, county child welfare agencies, and county probation departments to determine the proper educational placement of foster youth. In addition, pursuant to Education Code 42921, if a district annually certifies in writing that it is unable, using any other state, federal, local, or private funds, to provide tutoring, mentoring, and counseling for foster youth, it may enter into a temporary agreement with the foster youth services coordinating program to provide those services, if the program has established such services.

~~6.~~8.Collaborate with the county office of education, county placing agency, county child welfare agency, county probation department, juvenile court, and other appropriate agencies to help coordinate instruction, counseling, tutoring, mentoring vocational training, and other related services for the district's foster youth

CSBA NOTE: The following optional item facilitates the annual update of the local control and accountability plan required pursuant to Education Code 52060; see BP/AR 0460 - Local Control and Accountability Plan.

~~7.~~9.Monitor the educational progress of foster youth and provide reports to the Superintendent or designee and the Governing Board based on indicators identified in the district's local control and accountability plan

CSBA NOTE: The following paragraph is optional and may be revised to reflect district practice.

The Superintendent or designee shall regularly monitor the liaison's caseload ~~of the liaison~~, as well as ~~his/her~~ additional duties outside of the foster youth program, to ~~determine whether~~ensure that adequate time and resources are ~~available~~provided to meet the needs of foster youth in the district.

Enrollment

A student placed in a licensed children's institution or foster family home within the district shall attend programs operated by the district unless one of the following circumstances applies: (Education Code 48853, 48853.5)

1. The student has an individualized education program requiring placement in a nonpublic, nonsectarian school or agency or in another local educational agency.

   CSBA NOTE: Pursuant to Education Code 48853, a district is required to educate foster youth in the least restrictive environment necessary for their educational achievement. However, a district may be discharged from this obligation when the parent/guardian or other person holding the right to make educational decisions for the foster youth unilaterally decides to place the foster youth in another educational program and provides the district a written statement as specified in item #2 below.

2. The parent/guardian or other person holding the right to make educational decisions for the student determines that it is in the best ~~interest~~interests of the student to be placed in another education program and submits a written statement to the district indicating that determination and ~~that he/she is aware~~an awareness of the following:

   a. The student has a right to attend a regular public school in the least restrictive environment.

   b. The alternate education program is a special education program, if applicable.

   c. The decision to unilaterally remove the student from the district school and to place ~~him/her~~the student in an alternate education program may not be financed by the district.

   d. Any attempt to seek reimbursement for the alternate education program may be at the expense of the parent/guardian or other person holding the right to make educational decisions for the student.

   CSBA NOTE: Pursuant to Education Code 48853.5, the education of a foster youth may continue ~~his/her education~~ in the school of origin under the circumstances stated below. Elementary and high school districts should delete any item (#3b or c) that is not applicable to the grade levels served by the district.

3. At the initial placement or any subsequent change in placement, the student exercises ~~his/her~~the right to continue in ~~his/her~~the school of origin, as defined above. In any such circumstance, the following shall apply:

   a. The student may continue in the school of origin for the duration of the court's jurisdiction.

   b. If the court's jurisdiction over a grade K-8 student is terminated prior to the end of a school year, the student may continue in ~~his/her~~the school of origin for the remainder of the school year.

c. -If the court's jurisdiction is terminated while the student is in high school, the student may continue in ~~his/her~~the school of origin ~~until he/she graduates~~through graduation.

d. If the student is transitioning between school grade levels, ~~he/she~~the student shall be allowed to continue in the district ~~of origin~~ in the same attendance area to provide ~~him/her~~the student the benefit of matriculating with ~~his/her~~the student's peers in accordance with the established feeder patterns of school ~~districts~~in the district. A student who is transitioning to a middle school or high school shall be allowed to enroll in the school designated for matriculation in another school district.

The role of the liaison shall be advisory with respect to placement decisions and determination of the school of origin. (Education Code 48853.5)

The district liaison may, in consultation with and with the agreement of the foster youth and the person holding the right to make educational decisions for the foster youth, recommend that the foster youth's right to attend the school of origin be waived and ~~he/she~~the foster youth be enrolled in any school that students living in the attendance area in which the foster youth resides are eligible to attend. All decisions shall be made in accordance with the foster youth's best interests. (Education Code 48853.5)

Prior to making any recommendation to move a foster youth from ~~his/her~~the school of origin, the liaison shall provide the foster youth and the person holding the right to make educational decisions for the youth with a written explanation of the basis for the recommendation and how the recommendation serves the youth's best interests. (Education Code 48853.5) ~~(Education Code 48853.5)~~

CSBA NOTE: Pursuant to Education Code 48853.5, a district is required to immediately enroll any foster youth transferring into the district even when the foster youth has outstanding fees or fines due to the last school attended or the district has not received the foster youth's academic and medical records, as listed in ~~items~~Items #1-3 below. However, pursuant to Health and Safety Code 120341, if a district does not receive a foster youth's immunization records prior to ~~enrolling him/her~~enrollment, the district must take steps, after the foster youth is enrolled, to obtain ~~his/her~~the immunization records or ensure that ~~he/she~~the foster youth is properly immunized. See BP/AR 5141.31 - Immunizations.

If the liaison, in consultation with the foster youth and the person holding the right to make educational decisions for the foster youth, agrees that the best interests of the foster youth would be served by ~~his/her~~a transfer to a school other than the school of origin, the principal or designee of the new school shall immediately enroll the foster youth~~. The~~, regardless of whether the foster youth ~~shall be immediately enrolled even if he/she~~: (Education Code 48853.5)

1. Has outstanding fees, fines, textbooks, or other items or monies due to the school last attended

2. Does not have clothing normally required by the school, such as school uniforms

3. Is unable to produce records normally required for enrollment, such as previous academic records, proof of residency, and medical records, including, but not limited to, immunization records or other documentation

CSBA NOTE: Education Code 48853 and 48853.5 specify that, if a dispute arises regarding school placement, then the district shall use an existing dispute resolution process available to any district student. The following paragraph should be modified to reflect district practice.

If the foster youth or a person holding the right to make educational decisions for the foster youth disagrees with the liaison's enrollment recommendation, ~~he/she may~~an appeal ~~to~~may be filed with the Superintendent. The Superintendent shall make a determination within 30 calendar days of receipt of the appeal. Within 30 calendar days of receipt of the Superintendent's decision, the ~~parent/guardian or~~foster youth or the person holding the right to make educational decisions for the foster youth may appeal that decision to the Board. The Board shall consider the issue at its next regularly scheduled meeting. The

Board's decision shall be final.

If any dispute arises regarding the request of a foster youth to remain in the school of origin, the foster youth has the right to remain in the school of origin pending resolution of the dispute. (Education Code 48853.5)

Transportation

CSBA NOTE: Pursuant to Education Code 48853.5, a district may, but is not required to, provide transportation to enable a foster youth to attend a school or school district of origin, except when it is otherwise required by federal law or pursuant to the individualized education program of a student with a disability. In accordance with 20 USC 6312, ~~as amended by the Every Student Succeeds Act (P.L. 114-95),~~ districts are mandated to collaborate with the local child welfare agency to develop clear written procedures governing how transportation will be provided, arranged, and funded to enable foster youth to attend their school of origin, when it is in their best interest to do so. The local child welfare agency may reimburse the district for any additional costs of such transportation, or the district may agree to pay for or share the costs with the child welfare agency. The following section may be revised to reflect the procedures established in collaboration with the child welfare agency, or such procedures may be incorporated into a memorandum of understanding or other document.

The Superintendent or designee shall collaborate with the local child welfare agency to determine how transportation will be provided, arranged, and funded in a cost-effective manner to enable a foster youth to remain in ~~their~~the school of origin, for the duration of ~~their~~the time spent in foster care, when it is in ~~their~~the foster youth's best interest to do so. Such transportation costs may be paid by either the child welfare agency or the district, or shared by both. (20 USC 6312)

Effect of Absences on Grades

The grades of a student in foster care shall not be lowered for any absence from school that is due to either of the following circumstances: (Education Code 49069.5)

1. A decision by a court or placement agency to change the student's placement, in which case the ~~student's~~ grades shall be calculated as of the date ~~he/she~~the student left school

2. A verified court appearance or related court-ordered activity

Transfer of Coursework and Credits

CSBA NOTE: The following section is for use by districts maintaining high schools. Education Code 51225.2 addresses the transferability of coursework and credits completed by foster youth, as provided below.

When a foster youth transfers into a district school, the district shall accept and issue full credit for any coursework that the foster youth has satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency and shall not require the foster youth to retake the course. (Education Code 51225.2)

If the ~~foster youth did not complete the~~ entire course~~, he/she~~ was not completed at the previous school, the foster youth shall be issued partial credit for the coursework completed and shall be required to take the uncompleted portion of the course ~~that he/she did not complete at his/her previous school~~. However, the district may require the foster youth to retake the portion of the course completed if, in consultation with the holder of educational rights for the foster youth, the district finds that the foster youth is reasonably able to complete the requirements in time to graduate from high school. Whenever partial credit is issued to a foster youth in any particular course, ~~he/she~~the foster youth shall be enrolled

in the same or equivalent course, if applicable, ~~so that he/she may continue and complete~~to enable the completion of the entire course. (Education Code 51225.2)

CSBA NOTE: Although Education Code 51225.2 requires districts to award partial credits to foster youth who transfer from school to school, there is no uniform system for calculating and awarding partial credits. To ensure consistency in the treatment of foster youth, the California Child Welfare Council (CCWC), in its~~-~~, "Partial Credit Model Policy and Practice Recommendations," available on its web site, recommends the approach specified in the following optional paragraph, which may be revised to reflect district practice.

Partial credits shall be awarded on the basis of 0.5 credits for every seven class periods attended per subject. If the school is on a block schedule, each block schedule class period attended shall be equal to two regular class periods per subject. Partial credits and grades earned by a student shall be included on the student's official transcript within two business days of the district's notification of the student's transfer, as required under Education Code 49069.5.

In no event shall the district prevent a foster youth from taking or retaking a course to meet the eligibility requirements for admission to the California State University or the University of California. (Education Code 51225.2)

Applicability of Graduation Requirements

CSBA NOTE: The following section is for use by districts maintaining high schools. Also see BP 6146.1 - High School Graduation Requirements.

To obtain a high school diploma, a foster youth shall complete all courses required by Education Code 51225.3 and fulfill any additional graduation requirements prescribed by the Board.

However, when a foster youth who has completed ~~his/her~~the second year of high school transfers into the district from another school district or transfers between high schools within the district, ~~he/she~~the foster youth shall be exempted from all district-adopted coursework and other district-established graduation requirements, unless the district makes a finding that the student is reasonably able to complete the additional requirements in time to graduate from high school by the end of ~~his/her~~the fourth year of high school. Within 30 calendar days of the foster youth's transfer, the Superintendent or designee shall notify the foster youth, the person holding the right to make educational decisions for ~~him/her~~the foster youth, and the foster youth's social worker of the availability of the exemption and whether the foster youth qualifies for it. If the Superintendent or designee fails to provide this notification, the student shall be eligible for the exemption once notified, even if the notification occurs after the student is no longer a foster youth. (Education Code 51225.1)

To determine whether a foster youth is in ~~his/her~~the third or fourth year of high school, the district shall use either the number of credits the foster youth has earned as of the date of the transfer or the length of ~~his/her~~ school enrollment, whichever qualifies ~~him/her~~the foster youth for the exemption. (Education Code 51225.1)

The Superintendent or designee shall notify any foster youth who is granted an exemption and the person holding the right to make educational decisions for ~~him/her~~the foster youth how any requirements that are waived will affect the foster youth's ability to gain admission to a postsecondary educational institution and shall provide information about transfer opportunities available through the California Community Colleges. (Education Code 51225.1)

The district shall not require or request a foster youth to transfer schools in order to qualify for an exemption and ~~no~~ shall not grant any request ~~for a transfer solely to qualify for an exemption shall be~~ made by a foster youth or any person acting on behalf of a foster youth for a transfer solely to qualify the foster youth for an exemption. (Education Code 51225.1)

If a foster youth is exempted from local graduation requirements, the exemption shall continue to apply after the termination of the court's jurisdiction over the student while ~~he/she is~~ still enrolled in school or if ~~he/she~~the foster youth transfers to another school or school district. (Education Code 51225.1)

Upon making a finding that a foster youth is reasonably able to complete district graduation requirements within ~~his/her~~the fifth year of high school, the Superintendent or designee shall: (Education Code 51225.1)

1. Inform the foster youth and the person holding the right to make educational decisions for ~~him/her of~~ the foster ~~youth's~~youth of the option to remain in school for a fifth year to complete the district's graduation requirements and how that will affect ~~his/her~~the foster youth's ability to gain admission to a postsecondary educational institution

2. Provide information to the foster youth about transfer opportunities available through the California Community Colleges

3. Upon agreement with the foster youth or, if ~~he/she is~~ under 18 years of age, the person holding the right to make educational decisions for ~~him/her~~the foster youth, permit the foster youth to stay in school for a fifth year to complete the district's graduation requirements

Eligibility for Extracurricular Activities

CSBA NOTE: Education Code 48850 provides that, when a foster youth's residence changes pursuant to a court order or decision of a child welfare worker, the student shall be immediately deemed to meet all residency requirements for participation in extracurricular activities and interscholastic sports. For additional information about eligibility requirements, see BP 6145 - Extracurricular and Cocurricular Activities.

A foster youth whose residence changes pursuant to a court order or decision of a child welfare worker shall be immediately deemed to meet all residency requirements for participation in interscholastic sports or other extracurricular activities. (Education Code 48850)

Notification and Complaints

CSBA NOTE: Education Code 48853, 49069.5, 51225.1, and 51225.2 require that the district's annual uniform complaint procedures notification include specified information regarding the educational rights of foster youth. See AR 1312.3 - Uniform Complaint Procedures for further information regarding this notification. Education Code 48853.5 requires the California Department of Education (CDE), in consultation with the California Foster Youth Education Task Force, to develop a standardized notice of the educational rights of foster youth and to post that notice on its web site.

Information regarding the educational rights of foster youth shall be included in the annual uniform complaint procedures notification distributed to students, parents/guardians, employees, and other interested parties pursuant to 5 CCR 4622. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

CSBA NOTE: Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2 provide that complaints of noncompliance with specified requirements related to the education of foster youth may be filed in accordance with the uniform complaint procedures specified in 5 CCR 4600-4670. As with other complaints covered under the uniform complaint procedures, a complainant may appeal the district's decision to ~~the~~ CDE and, if the district or CDE finds any merit in the complaint, the district must provide a remedy to the affected student. See BP/AR 1312.3 - Uniform Complaint Procedures.

Any complaint alleging that the district has not complied with requirements regarding the education of foster youth may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. If the district finds merit in a complaint, the district shall provide a remedy to the affected student. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE) and shall receive a written decision regarding the appeal within 60 days of CDE's receipt of the appeal. If ~~the~~ CDE finds merit in an appeal, the district shall provide a remedy to the affected student. (Education Code 48853, 48853.5, 49069.5, 51225.1, 51225.2)

Policy Reference Disclaimer:
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 32228-32228.5	Student safety and violence prevention
Ed. Code 42238.01-42238.07	Local control funding formula
Ed. Code 42920-42925	Foster children educational services
Ed. Code 48645-48646	Juvenile court schools
Ed. Code 48850-48859	Education of students in foster care and students who are homeless
Ed. Code 48915.5	Recommended expulsion~~,~~; homeless student with disabilities
Ed. Code 48918.1	Notice of recommended expulsion
Ed. Code 49061	Student records; definitions
Ed. Code 49069.5	Students in foster care~~,~~; grades and credits
Ed. Code 49076	Access to student records
Ed. Code 51225.1	Exemption from district graduation requirements
Ed. Code 51225.2	Course credits
Ed. Code 51225.3	High school graduation
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 56055	Rights of foster parents pertaining to foster child's education
H&S Code 120341	Foster youth~~:~~; school placement~~:~~ and immunization records
H&S Code 1522.41	Training and certification of group home administrators
H&S Code 1529.2	Training of licensed foster parents
W&I Code 16000-16014	Foster care placement
W&I Code 300	Minors subject to jurisdiction
W&I Code 309	Investigation and release of child
W&I Code 317	Appointment of legal counsel

W&I Code 361	Limitations on parental control
W&I Code 366.27	Educational decision by relative providing living arrangements
W&I Code 602	Minors violating law; ward of court
W&I Code 726	Limitations on parental control
W&I Code 727	Order of care~~,~~; ward of court

Federal	**Description**
20 USC 1415	Procedural safeguards
20 USC 6311	State plan
29 USC 794	Rehabilitation Act of 1973~~,~~; Section 504
42 USC 11431-11435	McKinney-Vento Homeless Assistance Act
42 USC 670-679b	Federal assistance for foster care programs

Management Resources	**Description**
Alliance for Children's Rights Publication	Foster Youth Education Toolkit, December 2016
California Child Welfare Council Publication	Partial Credit Model Policy and Practice Recommendations
Cities, Counties and Schools Partnership ~~Pub.~~Publication	Our Children: Emancipating Foster Youth, A Community Action Guide
CSBA Publication	Our Foster Youth: What School Boards Can Do, May 2016
CSBA Publication	Foster Youth: Supports for Success, Governance Brief, May 2016
U.S. Department of Education Publication	Ensuring Educational Stability for Children in Foster Care, Non-Regulatory Guidance, June 2016
Website	Alliance for Children's Rights
Website	Foster Ed
Website	National Center for Youth Law
Website	California Department of Education, Foster Youth Services
Website	California Department of Social Services, Foster Youth Ombudsman Office
Website	California Foster Youth Education Task Force
Website	California Youth Connection
Website	Cities~~,~~ Counties and Schools Partnership
Website	CSBA
Website	California Child Welfare Council

Cross References

Code	**Description**
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities

0415	Equity
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
0470	COVID-19 Mitigation Plan
0500	Accountability
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E PDF(1)	Uniform Complaint Procedures
1312.3-E PDF(2)	Uniform Complaint Procedures
1400	Relations Between Other Governmental Agencies And The Schools
3100	Budget
3100	Budget
3260	Fees And Charges
3260	Fees And Charges
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3540	Transportation
3541	Transportation Routes And Services
3553	Free And Reduced Price Meals
3553	Free And Reduced Price Meals
4131	Staff Development
4231	Staff Development
4331	Staff Development
5111	Admission
5111	Admission
5111.1	District Residency
5111.1	District Residency
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5116.1	Intradistrict Open Enrollment
5116.1	Intradistrict Open Enrollment

5117	Interdistrict Attendance
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5121	Grades/Evaluation Of Student Achievement
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☐Student Learning and Achievement
☒Health and Safety of Students and Schools
☐Credibility and Communication
☐Fiscal Solvency, Accountability and Integrity

☐Consent
☐Action/Discussion
☒Information/Discussion
☐Public Hearing

SUBJECT: Updates to Regulation 6145.2 Athletic Competition

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends the Board receive information regarding the updates to Regulation 6145.2 Athletic Competition.

INFORMATION:

Board Policy Committee has directed Administration to bring Regulations as Information/Discussion only. No Board approval required for Administrative Regulations going forward.

Regulation 6145.2 Athletic Competition was updated to include information and procedural steps for adding a sports team. Updates were directed by the Board of Education and reviewed by Administration and the Board Policy Committee.

FISCAL IMPACT;

None

Regulation 6145.2: Athletic Competition **Status:** ADOPTED

Original Adopted Date: 05/01/2017 | **Last Revised Date:** 10/20/2022 | **Last Reviewed Date:** 10/20/2022

Nondiscrimination and Equivalent Opportunities in the Athletic Program

No student shall be excluded from participation in, be denied the benefits of, be denied equivalent opportunity in, or otherwise be discriminated against in interscholastic, intramural, or club athletics on the basis of any actual or perceived characteristic specified in law and BP 0410 - Nondiscrimination in District Programs and Activities. (Education Code 220, 221.5, 230 5 CCR 4920, 34 CFR 106.41)

The Superintendent or designee may provide single-sex teams when selection for the teams is based on competitive skills. (5 CCR 4921; 34 CFR 106.41)

Each student shall be allowed to participate in any single-sex athletic program or activity consistent with the student's gender identity, irrespective of the gender listed on the student's records, for which the student is otherwise eligible to participate. (Education Code 221.5)

When a school provides only one team in a particular sport for members of one sex, but provides no team in the same sport for members of the other sex, and athletic opportunities in the total program for that sex have been previously limited, members of the excluded sex shall be allowed to try out and compete with the team. The same standards for eligibility shall be applied to every student trying out for the team, regardless of sex, sexual orientation, gender, gender identity, gender expression, or other protected group status. (5 CCR 4921; 34 CFR 106.41)

The Superintendent or designee shall ensure that equivalent opportunities are available to both sexes in athletic programs by considering, among other factors: (5 CCR 4922; 34 CFR 106.41)

1. Whether the offered selection of sports and levels of competition effectively accommodate the interests and abilities of both sexes

   The athletic program may be found to effectively accommodate the interests and abilities of both sexes using any one of the following tests: (Education Code 230)

   a. Whether the interscholastic-level participation opportunities for male and female students are provided in numbers substantially proportionate to their respective enrollments

   b. Where the members of one sex have been and are underrepresented among interscholastic athletes, whether the district can show a history and a continuing practice of program expansion that is demonstrably responsive to the developing interests and abilities of the members of that sex

   c. Where the members of one sex are underrepresented among interscholastic athletes and the district cannot show a history and continuing practice of program expansion as required in item #1b above, whether the district can demonstrate that the interests and abilities of the members of that sex have been fully and effectively

accommodated by the present program

2. The provision and maintenance of equipment and supplies

3. Scheduling of games and practice times, selection of the season for a sport, and location of the games and practices

4. Travel and per diem allowances

5. Opportunities to receive coaching and academic tutoring

6. Assignment and compensation of coaches and tutors

7. Provision of locker rooms, practice facilities, and competitive facilities

8. Provision of medical and training facilities and services

9. Provision of housing and dining facilities and services

10. Publicity

11. Provision of necessary funds

Any interested party may propose for consideration an additional District-recognized athletic team at Pacific Grove High School ("PGHS") in the Pacific Grove Unified School District ("District"). This proposal must be accompanied by the proposed team's bylaws (California Interscholastic Federation
Central Coast Section [CIF-CCS] regulations as it relates to the team standing and competition) as well as the season practice/game schedule. The proposal must be submitted in writing to the school's Principal and reviewed by the Athletic Department for a feasibility study. Written requests must be submitted for review 9 months prior to the start of the proposed athletic team season. Staff may assist the applicant in gathering appropriate information.

To be considered for approval as a recognized CIF-CCS Athletic team the following information is to be submitted to the Principal of PGHS, in addition to the bylaws and schedule (please see attached form):

1. Proposal contact person:
a. Name
b. Address
c. Phone
d. Email
2. Athletic Activity/team
3. Level(s) of Play
4. Is there a PGHS On-Campus Liaison/Coach?
5. What is the anticipated number of participants?
6. What is the reason for the addition of a CIF-CCS Athletic team?
7. What is the sustainability (ability to roster a sufficient number of players to meet league rules) of the CIF-CCS Athletic team?

Upon conclusion of the feasibility study by the Athletic Department, including the above information and further district budget information, a recommendation will be made
to the PGHS Principal. If the proposal is approved the request will be brought to the District and the Pacific Grove Unified School Board. If the request is to add a new level to an already existing PGHS CIF-CCS Athletic team and the request is approved by the Principal no further action is required. If a proposal is denied the Principal will provide, in writing, the reason for denial within 30

school days. An appeal to the denial of a proposal shall be directed to the Superintendent within 10 school days.

Each school that offers competitive athletics shall, at the end of the school year, post on its school web site, or on the district web site if the school does not have a web site, the following information: (Education Code 221.9)

1. The total enrollment of the school, classified by gender

2. The number of students enrolled at the school who participate in competitive athletics, classified by gender

3. The number of boys' and girls' teams, classified by sport and by competition level

The data reported for items #1-3 above shall reflect the total number of players on a team roster on the official first day of competition. The materials used to compile this information shall be retained by the school for at least three years after the information is posted on the web site. (Education Code 221.9)

Concussions and Head Injuries

The Superintendent or designee shall annually distribute to student athletes and their parents/guardians an information sheet on concussions and head injuries. The student and parent/guardian shall sign and return the information sheet before the student initiates practice or competition. (Education Code 49475)

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding concussion symptoms, prevention, and appropriate response. (Education Code 35179.1, 49032)

If a student athlete is suspected of sustaining a concussion or head injury in an athletic activity, the student shall be immediately removed from the activity for the remainder of the day. The student shall not be permitted to return to the activity until the student is evaluated by a licensed health care provider trained in the management of concussions and receives the health care provider's written clearance to return to the activity. If the health care provider determines that the student sustained a concussion or a head injury, the student shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider. (Education Code 49475)

A middle school or high school football team shall not hold a full-contact practice during the off-season and shall not conduct more than two full-contact practices per week during the preseason and regular season (from 30 days before the commencement of the regular season until the completion of the final interscholastic football game of that season). In addition, the full-contact portion of a practice shall not exceed 90 minutes in any single day. For these purposes, full-contact practice means a practice where drills or live action is conducted that involves collisions at game speed, where players execute tackles and other activity that is typical of an actual tackle football game. (Education Code 35179.5)

Heat Illness

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the signs and symptoms of, and the appropriate response to, heat illness, including heat cramps,

heat syncope, heat exhaustion, and exertional heat stroke. (Education Code 35179.1, 49032)

To assist in the prevention of heat illness, coaches and/or athletic trainers shall gradually increase the intensity and duration of exercise to acclimate student athletes to practice in the heat, provide adequate rest breaks, make water available during all athletic activities, and alter practice plans in extreme environmental conditions.

Sudden Cardiac Arrest

The Superintendent or designee shall distribute the California Interscholastic Federation (CIF) information sheet on sudden cardiac arrest to all student athletes who will be participating in a CIF-governed athletic activity and to their parents/guardians. The student and parent/guardian shall sign and return the information sheet prior to the student's participation in the athletic activity. If an athletic activity is not covered by CIF, the student and parent/guardian shall, prior to the student's participation in the athletic activity, sign and return an acknowledgement that they have received and reviewed the sudden cardiac arrest information posted on the California Department of Education's web site. (Education Code 33479.2, 33479.3)

The Superintendent or designee shall provide training to coaches and/or athletic trainers regarding the nature and warning signs of sudden cardiac arrest. (Education Code 33479.6, 33479.7, 35179.1, 49032)

If a student athlete passes out or faints, or is known to have passed out or fainted, while participating in or immediately following participation in an athletic activity, the student shall be removed from participation at that time. If a student exhibits any other symptoms of sudden cardiac arrest, including seizures during exercise, unexplained shortness of breath, chest pains, dizziness, racing heart rate, or extreme fatigue, the student may be removed from participation by a coach or other employee who observes these symptoms. If any such symptoms are observed, notification shall be given to the student's parent/guardian so that the parent/guardian can determine the treatment, if any, the student should seek. A student who has been removed from participation shall not be permitted to return until the student is evaluated and given written clearance to return to participation by a health care provider. (Education Code 33479.2, 33479.5)

Automated External Defibrillators

The Superintendent or designee shall acquire at least one automated external defibrillator (AED) for each district school and shall make the AED(s) available to coaches, athletic trainers, and/or other authorized persons at athletic activities or events for the purpose of providing emergency care or treatment to students, spectators, and other individuals in attendance at athletic activities and events. (Education Code 35179.6)

The district shall comply with all requirements of Health and Safety Code 1797.196 pertaining to any AED acquired by the district, including, but not limited to, regular maintenance and testing of the AED and the provision and posting of information regarding the proper use of the AED. (Education Code 35179.6; Health and Safety Code 1797.196)

Additional Notifications

Before students participate in practice or competition as part of interscholastic athletic activities, the Superintendent or designee shall, in addition to providing the students and their parents/guardians with the notices described above, send a notice to the students and their parents/guardians which:

1. Contains information about the procedures for filing a discrimination complaint that arises out of an interscholastic athletic activity, including the name of the district's Title IX Coordinator

2. Includes a copy of students' Title IX rights pursuant to Education Code 221.8

3. Explains that there is an element of risk associated with all athletic competitions and that the district cannot guarantee that students will not be injured, despite a commitment to every participant's health and welfare

4. Provides information about insurance protection pursuant to Education Code 32221.5

5. Requests parental permission for the student to participate in the program and, if appropriate, to be transported by the district to and from competitions

6. States the district's expectation that students adhere strictly to all safety rules, regulations, and instructions, as well as rules and guidelines related to conduct and sportsmanship

7. Includes a copy of the local CIF league rules

8. Includes information about the CIF bylaw and district policy requiring any student athlete and the student's parent/guardian to sign a statement that the student will not use steroids, unless prescribed by a licensed health care practitioner, and will not use prohibited dietary supplements that include substances banned by the U.S. Anti-Doping Agency

9. Includes the opioid fact sheet published by the Centers for Disease Control and Prevention in accordance with Education Code 49476. The district shall provide this fact sheet annually to each student athlete and shall require the student and the student's parent/guardian to sign a document acknowledging receipt of the fact sheet.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 4900-4965	Nondiscrimination in elementary and secondary educational programs receiving state or federal financial assistance
5 CCR 4920-4922	Nondiscrimination in intramural, interscholastic, and club activities
5 CCR 5531	Supervision of extracurricular activities of students
5 CCR 5590-5596	Duties of temporary athletic team coaches
Ed. Code 17578	Cleaning and sterilizing of football equipment
Ed. Code 17580-17581	Football equipment
Ed. Code 200-262.4	Prohibition of discrimination
Ed. Code 32220-32224	Insurance for athletic teams

Ed. Code 32221.5	Insurance for athletic team members
Ed. Code 33353-33353.5	California Interscholastic Federation; implementation of policies, insurance program
Ed. Code 33354	California Department of Education authority over interscholastic athletics
Ed. Code 33479-33479.9	The Eric Parades Sudden Cardiac Arrest Prevention Act
Ed. Code 35160.5	Intradistrict open enrollment
Ed. Code 35179	Interscholastic athletics; associations or consortia
Ed. Code 35179.1	California High School Coaching Education and Training Program
Ed. Code 35179.4	Emergency action plan
Ed. Code 35179.5	Interscholastic athletics; limitation on full-contact practices
Ed. Code 35179.6	School-sponsored on-campus event in or around swimming pool
Ed. Code 48850	Academic achievement of students in foster care and homeless children
Ed. Code 48900	Grounds for suspension or expulsion
Ed. Code 48930-48938	Student organizations
Ed. Code 49010-49013	Student fees
Ed. Code 49020-49023	Athletic programs; legislative intent, equal opportunity
Ed. Code 49030-49034	Performance enhancing substances
Ed. Code 49458	Health examinations; interscholastic athletic program
Ed. Code 49475	Health and safety; concussions and head injuries
Ed. Code 49700-49701	Education of children of military families
Ed. Code 51242	Exemption from physical education for athletic program participants
H&S Code 1797.196	Automated external defibrillators; notification of use and locations
Pen. Code 245.6	Hazing

Federal	Description
20 USC 1681-1688	Title IX of the Education Amendments of 1972; discrimination based on sex
34 CFR 106.31	Nondiscrimination on the basis of sex in education programs or activities
34 CFR 106.33	Nondiscrimination on the basis of sex; comparable facilities
34 CFR 106.41	Nondiscrimination in athletic programs

Management Resources	Description

California Department of Education Publication	Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013
California Interscholastic Federation Publication	Pursuing Victory with Honor, 1999
California Interscholastic Federation Publication	Keep Their Heart in the Game: A Sudden Cardiac Arrest Information Sheet for Athletes and Parents/Guardians
California Interscholastic Federation Publication	Event Emergency Guidelines, 2013
California Interscholastic Federation Publication	California Interscholastic Federation Constitution and Bylaws
California Interscholastic Federation Publication	Guidelines for Gender Identity Participation
California Interscholastic Federation Publication	Athletic Department Emergency Action Plan: Response Teams
California Interscholastic Federation Publication	A Guide to Equity in Athletics
Centers for Disease Control&Prevention Publication	Acute Concussion Evaluation (ACE) Care Plan, 2006
Centers for Disease Control&Prevention Publication	Heads Up: Concussion in High School Sports, Tool Kit, June 2010
Centers for Disease Control&Prevention Publication	Heads Up: Concussion in Youth Sports, Tool Kit, July 2007
Court Decision	Hartzell v. Connell, (1984) 35 Cal. 3d 899
Court Decision	Kahn v. East Side Union High School District, (2003) 31 Cal. 4th 990
Court Decision	Mansourian v. Regents of University of California, (2010) 602 F. 3d 957
Court Decision	McCormick v. School District of Mamaroneck, (2004) 370 F.3d 275
CSBA Publication	Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Discrimination, March 2017
National Federation of StateHighSchool Association	Emergency Action Planning Guide for After-School Practices and Events
U.S. DOE Office for Civil Rights Publication	Withdrawal of Dear Colleague Letter on Transgender Students, Dear Colleague Letter, February 22, 2017
U.S. DOE Office for Civil Rights Publication	Intercollegiate Athletics Policy Clarification: The Three-Part Test - Part Three, Dear Colleague Letter, April 20, 2010
Website	CSBA District and County Office of Education Legal Services
Website	California Interscholastic Federation
Website	Centers for Disease Control and Prevention, Concussion Resources
Website	National Federation of State High School Associations

Website	National Operating Committee on Standards for Athletic Equipment
Website	U.S. Anti-Doping Agency
Website	U.S. Department of Education, Office for Civil Rights
Website	California Department of Education
Website	CSBA

Cross References

Code	Description
0410	Nondiscrimination In District Programs And Activities
0470	COVID-19 Mitigation Plan
0500	Accountability
1113	District And School Web Sites
1113	District And School Web Sites
1230	School-Connected Organizations
1230	School-Connected Organizations
1260	Educational Foundation
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1321	Solicitation Of Funds From And By Students
1321	Solicitation Of Funds From And By Students
1321-E PDF(1)	Solicitation Of Funds From And By Students
1321-E PDF(2)	Solicitation Of Funds From And By Students
1325	Advertising And Promotion
1330.1	Joint Use Agreements
3260	Fees And Charges
3260	Fees And Charges
3452	Student Activity Funds
3513.4	Drug And Alcohol Free Schools
3514	Environmental Safety
3515.2	Disruptions
3515.2	Disruptions

3530	Risk Management/ Insurance
3530	Risk Management/ Insurance
3541.1	Transportation For School-Related Trips
3541.1-E(1)	Transportation For School-Related Trips
3541.1-E(2)	Transportation For School-Related Trips
3580	District Records
3580	District Records
4118	Dismissal/ Suspension/ Disciplinary Action
4118	Dismissal/ Suspension/ Disciplinary Action
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42	Exposure Control Plan For Bloodborne Pathogens
4119.42-E(1)	Exposure Control Plan For Bloodborne Pathogens
4119.43	Universal Precautions
4119.43	Universal Precautions
4127	Temporary Athletic Team Coaches
4127	Temporary Athletic Team Coaches
4218	Dismissal/ Suspension/ Disciplinary Action
4218	Dismissal/ Suspension/ Disciplinary Action
4219.42	Exposure Control Plan for Bloodborne Pathogens
4219.42	Exposure Control Plan for Bloodborne Pathogens
4219.42-E(1)	Exposure Control Plan for Bloodborne Pathogens
4219.43	Universal Precautions
4219.43	Universal Precautions
4227	Temporary Athletic Team Coaches
4227	Temporary Athletic Team Coaches
4319.42	Exposure Control Plan for Bloodborne Pathogens
4319.42	Exposure Control Plan for Bloodborne Pathogens
4319.42-E(1)	Exposure Control Plan for Bloodborne Pathogens
4319.43	Universal Precautions
4319.43	Universal Precautions
4327	Temporary Athletic Team Coaches
4327	Temporary Athletic Team Coaches
5030	Student Wellness

5030	Student Wellness
5111.1	District Residency
5111.1	District Residency
5111.1-E PDF(1)	District Residency
5121	Grades/ Evaluation Of Student Achievement
5121	Grades/ Evaluation Of Student Achievement
5125	Student Records
5125	Student Records
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.4	Student Disturbances
5131.63	Steroids
5131.63	Steroids
5137	Positive School Climate
5141	Health Care And Emergencies
5141	Health Care And Emergencies
5141.21	Administering Medication And Monitoring Health Conditions
5141.21	Administering Medication And Monitoring Health Conditions
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.3	Health Examinations
5141.3	Health Examinations
5141.4	Child Abuse Prevention And Reporting
5141.4	Child Abuse Prevention And Reporting
5141.52	Suicide Prevention
5141.52	Suicide Prevention
5141.6	School Health Services
5141.6	School Health Services
5141.7	Sun Safety
5142	Safety
5142	Safety
5143	Insurance

5143	Insurance
5144	Discipline
5144	Discipline
5144-E PDF(1)	Discipline
5144.1	Suspension And Expulsion/ Due Process
5144.1	Suspension And Expulsion/ Due Process
5144.2	Suspension And Expulsion/ Due Process (Students With Disabilities)
5145.3	Nondiscrimination/ Harassment
5145.3	Nondiscrimination/ Harassment
5145.6	Parent/ Guardian Notifications
5145.7	Sexual Harassment
5145.7	Sexual Harassment
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6142.7	Physical Education And Activity
6142.8	Comprehensive Health Education
6142.8	Comprehensive Health Education
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6145	Extracurricular And Cocurricular Activities
6145.6	International Exchange
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6146.1	High School Graduation Requirements
6146.1	High School Graduation Requirements
6146.11	Alternative Credits Toward Graduation
6146.11	Alternative Credits Toward Graduation
6153	School-Sponsored Trips
6153	School-Sponsored Trips
6153-E PDF(1)	School-Sponsored Trips
6164.6	Identification And Education Under Section 504
6164.6	Identification And Education Under Section 504
6173	Education For Homeless Children
6173	Education For Homeless Children
6173.1	Education For Foster Youth

6173.1	Education For Foster Youth
6173.2	Education Of Children Of Military Families
6173.2	Education Of Children Of Military Families
7110	Facilities Master Plan

☒Student Learning and Achievement
☒Health and Safety of Students and Schools
☒Credibility and Communication
☒Fiscal Solvency, Accountability and Integrity

☐Consent
☐Action/Discussion
☒Information/Discussion
☐Public Hearing

SUBJECT: Future Agenda Items

DATE: April 6, 2023

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:
The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

BACKGROUND:
Board Bylaw 9322 states in part that "Any member of the public or any Board member may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request [from a member of the public] must be …. submitted to the Superintendent or designee with supporting documents and information …"

INFORMATION:
Board members have the opportunity at the end of Open Session in a Regular Board meeting to request that items be added to the list for a future meeting. Depending upon the timeliness of the item, it may also be assigned a particular meeting date.

The following is a list of future agenda items as of the April 6, 2023 Regular Board Meeting:

- Added May 19, 2022: Teacher of the Year Recognition (TBA)