

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
REGULAR MEETING: THURSDAY, AUGUST 17, 2023**

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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.*

**DATE:** August 17, 2023

**TIME:** 6:00 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

Trustees  
*Carolyn Swanson, President*  
*Jennifer McNary, Clerk*  
*Dr. Elliott Hazen*  
*Laura Ottmar*  
*Brian Swanson*

*Dayci Dishny/Dario Dimaggio, Student Representatives*

**VIRTUAL ZOOM MEETING**

<https://pgusd.zoom.us/j/89673592843?pwd=N3hVUkZOK2ZzeHByaCtmay94L2t3QT09>

Meeting ID: 896 7359 2843

Passcode: 753189

One tap mobile +13017158592,,87820869443#,,,,\*585985# US (Washington DC)  
+13092053325,,87820869443#,,,,\*585985# US

Find your local number: <https://pgusd.zoom.us/j/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** people and additionally pay respect to elders both past and present.

C. Roll Call

D. Adoption of Agenda

- Board Questions/Comments:
- Public Comment:
- Move: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

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**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 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Joshua Jorn for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Claudia Arellano and Joshua Jorn for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]
4. Conference With Legal Counsel – Anticipated Litigation (Government Code Section 54956.9, subd.(d)(4))

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 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Joshua Jorn for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Claudia Arellano and Joshua Jorn for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]
4. Conference With Legal Counsel – Anticipated Litigation (Government Code Section 54956.9, subd.(d)(4))

B. Pledge of Allegiance

**IV. COMMUNICATIONS**

A. Written Communication

B. Board Member Comments

C. Superintendent Report

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**V. 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)

**VI. 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 August 3, 2023 Board Meeting 7  
Recommendation: (Joshua Jorn, Interim Superintendent) Approval of minutes as presented.
- B. Classified Assignment Order #2 18  
Recommendation: (Claudia Arellano, Director II of Human Resources) The District Administration recommends the Board review and approve the Classified Assignment Order #2.
- C. Cash Receipts No. 2 21  
Recommendation: (Joshua Jorn, Interim Superintendent) 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.
- D. Out of County or Overnight Activities 23  
Recommendation: (Joshua Jorn, Interim Superintendent) The Administration recommends that the Board approve or receive the requests as presented.
- E. Acceptance of Donations 31  
Recommendation: (Joshua Jorn, Interim Superintendent) The Administration recommends that the Board approve acceptance of donations referenced below.
- F. Warrant Schedule 657 32  
Recommendation: (Joshua Jorn, Interim Superintendent) As Assistant Superintendent for Business Services, I certify that I have received the attached warrants for consistency with the District's budget, and purchasing and accounting practices and therefore, recommend Board approval.
- G. Contract with Services with Fusion Global Academy- Private School 34  
Recommendation: (Yolanda Cork-Anthony, Director of Student Services) The District Administration recommends the Board approve the contract for services with Fusion Global Academy, a private school, for tuition for a student placed through a settlement agreement.

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- H. Monterey County Behavioral Health (MCBH) Memorandum of Understanding (MOU) 40  
Recommendation: (Yolanda Cork-Anthony, Director of Student Services) The District Administration recommends the Board review and approve the MOU between the County of Monterey, on behalf of the Monterey County health department, Behavioral Health Bureau and the Monterey County Special Education Local Plan Area (SELPA), for mental health services.
- I. Contract for Services with Dan Marquez DBA DJ Dan Utica 2023-24 97  
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve contract for services with Dan Marquez dba DJ Dan Utica.
- J. Contract for Services for Nicholas Gonzales- Basketball Conditioning 103  
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve contract for services with Nicolas Gonzales PT, DPT, CSCS for basketball conditioning.
- K. Online Subscription with Docusign Electronic Signature Services 110  
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends the Board review and approve the continued use of Docusign for online signature services district wide.
- L. Consolidated Application for Federal Funding, Part 1 114  
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board approve the 2023-2024 Consolidated Application for Federal Funding, Part 1 as presented.
- M. Ratification of Contract for Services with Tacos Don Beto 123  
Recommendation: (Sean Keller, Robert Down Elementary School Principal) The District Administration recommends the Board review and approve the PTA's food vendor contract for services with Tacos Don Beto.
- N. Ratification of Contract for Services with Bratwurst USA 129  
Recommendation: (Sean Keller, Robert Down Elementary School Principal) The District Administration recommends the Board review and approve the PTA's food vendor contract for services with Bratwurst USA.

- Board Comments/Questions:
- Public Comment:
- Move: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**VII. ACTION/DISCUSSION**

- A. Contract for Services with the Positive Coaching Alliance 135  
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board review and approve the contract for services with the Positive Coaching Alliance.

- Board Comments/Questions:
- Public Comment:
- Move: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_



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- B. Board Calendar/Future Meetings 158  
Recommendation: (Joshua Jorn, Interim 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: \_\_\_\_\_ Vote: \_\_\_\_\_

**VIII. INFORMATION/DISCUSSION**

- A. Superintendent Salary Range 162  
Recommendation: (Carolyn Swanson, Board President) The Administration recommends that the Board discuss and establish a Superintendent salary range.
- Board Comments/Questions:
  - Public Comment:
  - Board Direction: \_\_\_\_\_
- B. Review of the 2022/23 Actual and 2023/24 Estimated Property Tax Revenues 163  
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review the attached information regarding actual receipts of Property Tax Revenue for the 2022/23 fiscal year and projections for 2023/24 based on the latest County Assessed Valuation.
- Board Comments/Questions:
  - Public Comment:
  - Board Direction: \_\_\_\_\_
- C. Developer Fee Study 170  
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review the attached information related to Developer Fee's and a Developer Fee Study.
- Board Comments/Questions:
  - Public Comment:
  - Board Direction: \_\_\_\_\_
- D. Review of District Enrollment for The First Day of School and Overall Projections for 2023-24 173  
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review the attached information regarding Enrollment for the first day of school and overall projections for 2023-24.
- Board Comments/Questions:
  - Public Comment:
  - Board Direction: \_\_\_\_\_

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E. Future Agenda Items

177

Recommendation: (Joshua Jorn, Interim 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 April 26, 2023: Sub Committee with the City of Pacific Grove (September 2023)
  - Added April 26, 2023: Board Site Visits/Measure D Walk Abouts (Fall 2023)
  - Added April 26, 2023: The WAVE Program/Fee Schedule (September 2023)
  - Added May 4, 2023: Equine Healing Collaborative
  - Added June 1, 2023: Review of the business contracts fingerprinting section
  - Added June 1, 2023: Equity Board discussion (September 2023)
  - Added August 3, 2023: Human Resources Organizational Review Plan (December 2023)
- 
- Board Questions/Comments:
  - Public Comment:
  - Direction: \_\_\_\_\_

**IX. ADJOURNMENT**

Next regular Board meeting: September 7, 2023

3PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION  
Minutes of Regular Meeting of August 3, 2023 – District Office

**I. OPENED BUSINESS**

A. Called to Order 5:00 p.m.

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 people and additionally pay respect to elders both past and present.

C. Roll Call  
Trustee(s) Present: President Carolyn Swanson (CS)  
Clerk Jennifer McNary (JM)  
Trustee Laura Ottmar (LO)  
Trustee Brian Swanson (BS)  
Trustee(s) Virtual At Alternate Location: N/A  
Trustee(s) Absent: Dr. Elliott Hazen (EH)  
Administration Present: Interim Superintendent Jorn  
Board Recorder: Mandi Ackerman

D. Adopted Agenda

Changes to the agenda include:  
Consent Item B Minutes of the July 13, 2023 Special Board Meeting  
• Minutes revised to reflect Trustee Brian Swanson present, not virtual.  
Consent S- Memorandum of Understanding with the Gateway Center of Monterey County  
• Amended agreement.  
Information B- Review of Legal Fees  
• Updated 2022/23 actuals  
Public Hearing and Action/Discussion A- Approval of Tentative Agreement with PGTA  
• Recommendation was left off the agenda.

**Board Comments/Questions:**  
None

**Public Comment:**  
None  
MOTION JM/LO to adopt agenda as amended  
Motion CARRIED by vote 4 – 0

**II. CLOSED SESSION**

A. Identified Closed Session Topics  
1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Joshua Jorn for the purpose of giving direction and updates.

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Claudia Arellano and Joshua Jorn for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]
4. Conference With Legal Counsel – Anticipated Litigation (Government Code Section 54956.9, subd.(d)(4)) – (2 cases)

B. Public comment on Closed Session Topics

None

C. Adjourned to Closed Session 5:04 p.m.

**III. RECONVENED IN OPEN SESSION** 6:30 p.m.

A. Reported action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Joshua Jorn for the purpose of giving direction and updates.

No information received; no direction given.

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Claudia Arellano and Joshua Jorn for the purpose of giving direction and updates.

No information received; no direction given.

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

Information received; direction given.

4. Conference With Legal Counsel – Anticipated Litigation (Government Code Section 54956.9, subd.(d)(4)) – (2 cases)

One case, information was received, direction was given.

One case, the Board voted unanimously to approve the settlement in the matter of OAH case #2023060766 substance of the agreement, in exchange for educational services and fees OAH case number 2023060766 will be dismissed with prejudice and all educational claims against the district will be waived and received.

B. Pledge of Allegiance lead by Trustee Brian Swanson

**IV. COMMUNICATIONS**

**A. Written Communication**

CS reported the following:

- Walk of Remembrance invitation
- California Latino School Board Association regarding conference
- Follow up on a previous Board request
- Item H regarding the Fiscal Officer on the June agenda
- Saturday Choir follow up
- Photos from the Del Rey Oaks Pride Flag raising
- Verbiage for potty learning in parent handbook
- Three emails regarding Juneteenth usage of culinary kitchen
- Transitional kindergarten concerns
- Seaside Pride Flag raising
- Community Human Services Board member orientation
- Ask for donation to Shuman Hearthouse
- Ethnic studies in favor
- Superintendent search information/feedback
- Naval support activities- military school liaison
- Community Human Services invitation for site visits
- Monterey county School Board Association meeting invitation
- Consent Item N
- Copied on media request regarding consent Item N

**B. Board Member Comments**

BS noted Director II of Human Resources Billie Mankey has been with the District for 18 years, congratulated and thanked her for years of service.

CS noted the first Board meeting of the year, looking forward to the school year, magic of the school year, thanked the staff for working over the summer.

**C. Interim Superintendent Report**

Interim Superintendent Joshua Jorn noted the new hire orientation held today, the Welcome Back Breakfast coming on Monday for employees, and was happy to be here supporting the District.

**V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD**

**A. PGUSD Staff Comments (Non Agenda Items)**

Director of Curriculum and Special Projects Buck Roggeman spoke about the new hire orientation, noting the spirit of starting something new, a great morning and acknowledged the great work of Human Resources for coordinating the event for the new hires.

Pacific Grove Adult Education Principal Barbara Martinez provided a brief safety update, during the summer Kimball & Associates completed 2 of the 3 site assessments, completed on-site infrastructure assessments, this fall on-site staff interviews will be conducted,

following assessments Kimball and Associates will help the District update the site safety plans. Martinez noted additional doses of Narcan are expected to be received, over 800 doses, which will be distributed to all sites when they arrive, new staff will be trained.

Director II of Human Resources Billie Mankey acknowledged Karen Levy, who retired after 35 years, said she was amazing teacher; Mankey thanked all the employees who worked over the summer to prepare the schools for the upcoming school year, spoke about the new hire orientation event, shared it is important for new hires to see the support staff, announced the new Administrators.

Pacific Grove Middle School Principal Sean Roach spoke about new management, said the team is phenomenal, said the recent registration round-up event was successful, shared the site recently hosted a parent boot camp on how to navigate technology used at the middle school, and recognized Teacher on Special Assignment Brice Gamble for his presentation.

Pacific Grove High School Assistant Principal Larry Haggquist said after 25 years in the District he felt like a newbie and was excited to start the school year, thanked Pacific Grove High School Principal Lito Garcia, noted teachers are already in their classrooms preparing for the school year.

Director II of Human Resources Claudia Arellano thanked Billie Mankey, noted she has big shoes to fill, said she was here to continue to support the staff and is looking forward to the year.

B. Community Members (Non-Agenda Items)

A community member asked a point of order question regarding the consent agenda and when public comment would be taken for a consent agenda item. Interim Superintendent Jorn and President Swanson answered the inquiry.

**VI. CONSENT AGENDA**

- A. Minutes of June 1, 2023 Board Meeting
- B. Minutes of July 13, 2023 Special Board Meeting
- C. Classified Assignment Order #1
- D. Certificated Assignment Order #1
- E. Acceptance of Donations
- F. Cash Receipts No. 1
- G. Revolving Cash Report No. 1
- H. Ratification of Out of County or Overnight Activities
- I. Warrant Schedule 656
- J. Contract for Services with Beem Video and Photography and Pacific Grove Middle School
- K. Contract for Services with Kaatz Photography and Pacific Grove Middle School
- L. Contract for Services with Dan Deegan and Pacific Grove Middle School
- M. Contract for Services with Valerie Rhoades and Pacific Grove Middle School
- N. Contract for Services with Monterey County Office of Education
- O. Electronic Equipment Surplus
- P. California School Board Association Membership
- Q. Approval of California School Board Association GAMUT Online Service Agreement and GAMUT Policy Plus
- R. Ratification of Contract for Services with SchoolWorks Inc.

- S. Memorandum of Understanding with the Gateway Center of Monterey County
- T. Contract for Services with Southern Bleacher
- U. Contract for Services with Waxie Sanitary Supply
- V. Contract with Positive Behavior Supports Corp. for 23-24

**Board Comments/Questions:**

LO pulled items H, N and V.

**Public Comment:**

None

MOTION CS/JM to omit H, N and V, and approve A-G, I-M, and O-V

Motion CARRIED by vote 4 – 0

**VII. ACTION/DISCUSSION**

- A. PULLED CONSENT AGENDA ITEM N- Contract for Services with Monterey County Office of Education

Pacific Grove Middle School Principal Sean Roach provided information on this item, noting equity for all, support of student success, effective feedback in student achievement, reflect on how grades are assigned, assess grading systems, implement strategies to enhance grading process.

Interim Superintendent Joshua Jorn clarified it is not implementation, it is exploration.

Rod Garcia of Monterey County Office of Education spoke about professional development, grading for mastery, meaningful feedback as support, students can reach their full potential, allows students to be active participants in their learning, 2-hour learning, examine teachers' own learning practices, when it is appropriate to give feedback to students, a method across subject matters.

**Board Comments/Questions:**

LO had questions about equitable grading, what does it look like at PGUSD, asked for examples, mastery examples, expressed concerns regarding homework and in-class participation and not taken into account goes against Board policy, concerns for students when they go off to college, if the expectation is that work ethic or participation is not important, students will have a rude awakening, do not want to trap students in a bubble, devalue work ethic or participation, asked what the implementation looks like, the game plan, the play-by-play in real time for teachers, noted Board policy 5121.

BS confirmed the training is scheduled for the following day, noted this is investigating, not changing anything, examining how we educate students, take a different look at things, encouraged the Board to listen to the staff, and trust them, noted the staff was trying to do better, noted race is not mentioned once but was brought up in conversation, this was not about race, equity is not about race, trying to teach our students.

JM noted conflict of Board policy worth looking at, asked how the training was selected, noted it is potentially removing barriers for students.

CS asked about conflict of Board policy, professional development is possible contradiction to Board policy, asked Rod Garcia to change the wording from ‘implement’ to ‘explore’.

**Public Comment:**

The following people spoke in support of the Contract for Services with Monterey County Office of Education professional development training:

- Pacific Grove High School Assistant Principal Larry Haggquist
- Director of Curriculum and Special Projects Buck Roggeman
- Pacific Grove High School Principal Lito Garcia
- Robert Down Elementary School Kindergarten Teacher Erica Chavez
- Trustee Elliott Hazen
- Pacific Grove High School Teacher Lauralea Gaona

The following people spoke against the Contract for Services with Monterey County Office of Education professional development training:

- A community member
- David Henderson, Naval Postgraduate School emeritus instructor
- A Pacific Grove Middle School parent
- Grandparent Carol
- Vince, retired school teacher

MOTION CS/LO to approve Pulled Consent Item N- Contract for Services with Monterey County Office of Education in addition replace the purpose as it is now ‘implementing equitable grading in the classroom’ replaced with ‘grading for mastery equitable practices to support student success’

Motion CARRIED by vote 4 – 0

**B. PULLED CONSENT ITEM H- Ratification of Out of County or Overnight Activities**

**Board Comments/Questions:**

None

**Public Comment:**

None

MOTION LO/BS to approve Pulled Consent Item H- Ratification of Out of County or Overnight Activities

Motion CARRIED by vote 4 – 0

**C. PULLED CONSENT ITEM V- Contract with Positive Behavior Supports Corp. for 23-24**

**Board Comments/Questions:**

LO would like a date on the future agenda item regarding fingerprinting.

**Public Comment:**

None

MOTION LO/CS to approve Pulled Consent Item V- Contract with Positive Behavior Supports Corp. for 23-24

Motion CARRIED by vote 4 – 0



**VIII. PUBLIC HEARINGS**

A. PGTA-PGUSD Tentative Agreement

Director of Curriculum and Special Projects Buck Roggeman presented information, and publicly thanked the Pacific Grove Teachers Association.

Open Public Hearing: 8:13 p.m.

Close Public Hearing: 8:18 p.m.

**Board Comments/Questions:**

CS asked for funds list clarity.

**Public Comment:**

Beth Shammass said it reminds her of when the parents wanted a volleyball team, gives more clarity of how that can happen, how a proposal can happen, a new stipend class would come forward first before it comes to the Board.

**IX. ACTION/DISCUSSION continued**

D. PGTA-PGUSD Tentative Agreement

**Board Comments/Questions:**

None

**Public Comment:**

None

MOTION CS/JM to approve the PGTA-PGUSD Tentative Agreement

Motion CARRIED by vote 4 – 0

E. Adoption of Resolution No. 1110 Designating Authorized Agents to Sign School Orders

Interim Superintendent Joshua Jorn presented information to the Board.

**Board Comments/Questions:**

CS asked about safeguards.

**Public Comment:**

None

MOTION CS/LO to adopt Resolution No. 1110 Designating Authorized Agents to Sign

School Orders

Motion CARRIED by roll call vote 4 – 0

F. Contract for Services with Santa Clara County Office of Education

Pacific Grove Middle School Principal Sean Roach presented information to the Board.

**Board Comments/Questions:**

None

**Public Comment:**

None

MOTION BS/JM to approve the contract for services with Santa Clara County Office of Education

Motion CARRIED by vote 4 – 0

G. Contract for Services with Positive Coaching Alliance

Director of Curriculum and Special Projects Buck Roggeman presented information and answered questions from the Board, noted the brochure stated findings from a study.

**Board Comments/Questions:**

JM spoke about language concerns on the brochure, noting the paragraph regarding gender, not in line with District Mission statement and values, wondered if it would comply with state and federal Title IX, problematic, not in line with being inclusive, would like to use another vendor.

CS was in agreement with JM, does not see any reason why this study should be in the brochure of the company.

LO trusts Director Roggeman, the social emotional needs of the players, that this is the appropriate thing to do.

**Public Comment:**

Sean Carscadden, Positive Coaching Alliance representative, spoke about the study the brochure references, which is used to sell the benefits of sports, noted none of the workshops are separated by gender, the company has a gender equity department, and the goal is to make sports equitable for everyone, noted he will bring the study to the marketing team, and bring the Board’s thoughts to the marketing team.

Pacific Grove Middle School Principal Sean Roach was a football coach at Monterey High School and spoke about the scars of coaching, and noted restorative practices, vital training for coaches.

Pacific Grove High School Principal Lito Garcia noted this is the gold standard, the sports program exists because of the ability to have walk-on coaches, this provides education and training, opportunity makes the athletic program stronger.

MOTION BS/LO to approve the contract for services with Positive Coaching Alliance

Motion CARRIED by vote 2 – 2

Motion DID NOT PASS

H. Contract for Services with Newsela

Director of Curriculum and Special Projects Buck Roggeman presented information to the Board, noted more than 100 news sources available, supplemental content available for teachers, reliable vetted resources, lesson plans, aligned to adopted curriculum.

**Board Comments/Questions:**

CS asked about news sources available.

**Public Comment:**

None

MOTION JM/CS to approve the contract for services with Newsela  
Motion CARRIED by vote 4 – 0

I. Board Calendar/Future Meetings

CS noted Leadership Associates recommended moving the Special Board meeting on September 28 to October 2 as part of the Superintendent search.

**Board Comments/Questions:**

None

**Public Comment:**

None

MOTION JM/LO to approve the Board Calendar/Future Meetings including moving the Special Meeting for candidate selection from September 28 to October 2.  
Motion CARRIED by vote 4 – 0

X. INFORMATION/DISCUSSION

A. 2022-23 Organizational Review of PGUSD Human Resources

Danyel Conolley, with Teddi Wentworth, of School Services of California Inc. provided an organizational review of the Human Resources department and highlighted the observations and recommendations.

Interim Superintendent Joshua Jorn noted the department is moving forward and a plan will be brought forward in December to the Board, no reason to retain School Services to come up with a plan at this time.

**Board Comments/Questions:**

CS would like to review the entire report, would like to try to do as much as possible, noted staff at capacity, asked when the Board would see a plan.

BS noted great recommendations.

JM noted the report is a baseline, the starting point, seems like a lot of work up front, asked about next steps and staff plan.

LO said the presentation made sense, fair amount of work but in the long run streamlined and effective, interested in hearing next steps, perhaps a template, and the timeline for the process.

**Public Comment:**

Beth Shammass noted Human Resources is the first contact for new people, it is important how that comes across, speediness, when you apply for a job and you are told they will make a decision and they will notify you, or when you are not notified or you receive a letter weeks later, it is important to leave a good impression, consider the people who did not get the job and give them positive feedback.

B. Review of Legal Fees for July 2022 – June 2023

Interim Superintendent Joshua Jorn noted actuals went down.

**Board Comments/Questions:**

None

**Public Comment:**

None

C. Summer Projects Presentation

Director of Maintenance, Operations and Transportation Jon Anderson presented information to the Board.

**Board Comments/Questions:**

The Board expressed their gratitude to the MOT team.

CS spoke about the backlog of workorders.

**Public Comment:**

None

D. Future Agenda Items

- Added April 26, 2023: Sub Committee with the City of Pacific Grove (September 2023)
- Added April 26, 2023: Board Site Visits/Measure D WalkABOUTS (Fall 2023)
- Added April 26, 2023: The WAVE Program/Fee Schedule (September 2023)
- Added June 1, 2023: Review of the business contracts fingerprinting section
- Added June 1, 2023: Review developer fees
- Added June 1, 2023: Equity Board discussion (September 2023)

Added August 3, 2023: Human Resources Organizational Plan (December 2023)

**Board Comments/Questions:**

CS noted Equine Healing Collaborative should be added to Future Agenda Items

**Public Comment:**  
None

**XI. ADJOURNED**

9:57 p.m.

Approved and submitted:

\_\_\_\_\_  
Interim Superintendent Joshua Jorn  
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 #2

**DATE:** August 17, 2023

**PERSON(S) RESPONSIBLE:** Claudia Arellano, Director II, Human Resources

**RECOMMENDATION:**

The District Administration recommends the Board review and approve the Classified Assignment Order #2

**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. 2  
 August 17, 2023**

**NEW HIRE:**

Sepagan, Nicole, Instructional Assistant I, 0.8125 FTE, 180-day work calendar, Range 30, Step B, effective August 9, 2023, replaces Kulaea Tulua

Villavicencio, Kyle, Paraprofessional - Special Needs, 0.8125 FTE, 180-day work calendar, Range, 37, Step F, effective August 9, 2023, replaces Edvin Pepic

Gonsalves, Jacob, Information Technology Technician, 1.0 FTE, 10 months, Range 35, Step A, effective August 14, 2023, replaces Raymond DeVost

Heflin, Lauren, Occupational Therapist, 0.4 FTE, 186-day work calendar, Step 1 column 8, replaces Megan Roach

Banaszek, Lauren, Instructional Assistant T-K, 0.6875 FTE, 180-day work calendar, Range 30, Step B, effective August 9, 2023, new position

Jones, Sally, Noon Duty, Range 30, Step D, effective August 9, 2023, replaces Vicky Miller

Pickrom, Marquis, Walk-on Coach - seasonal, replaces Robin Lewis

Feldman, Heidi, Garden Coordinator - seasonal, replaces Kari Galer

Denton, Brian, Walk-on Coach - seasonal, new position

Nordstrom, Cody, Walk-on Coach - seasonal, replaces Renan Gonzalez-Ramirez

**LEAVES:**

Smith, Darryl, Recreation Coordinator – requesting intermittent FMLA from August 11, 2023 through approximately October 3, 2023

**RESIGNATION:**

Harter, Evie, Paraprofessional resigns effective May 26, 2023

Pepic, Edvin, Paraprofessional resigns effective May 26, 2023

**SUBSTITUTE**

Serrato, Monica - Substitute Payroll/Benefits Specialist effective July 28, 2023, Confidential Salary Schedule, Step F



- |                                                                                   |                                                 |
|-----------------------------------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Student Learning and Achievement                         | <input checked="" type="checkbox"/> Consent     |
| <input type="checkbox"/> Health and Safety of Students and Schools                | <input type="checkbox"/> Action/Discussion      |
| <input type="checkbox"/> Credibility and Communication                            | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing         |

**SUBJECT:** Cash Receipts Report No. #2

**DATE:** August 17, 2023

**PERSON(S) RESPONSIBLE:** Joshua Jorn, Interim Superintendent

**RECOMMENDATION:**

As Interim Superintendent, 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 July 26, 2023 to August 8, 2023.

**INFORMATION:**

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

PGUSD
2023-24 BOARD REPORT # 2 Cash Receipts

July 25, 2023 - August 8, 2023

Table with 5 columns: Date, Num, Name, Account, Amount. It lists various cash receipts from July 26 to August 8, 2023, including items like ADULT EDUCATION, RETIREE INSURANCE, and FACILITIES USE, with a total amount of 754,955.36.

- 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:** August 17, 2023

**PERSON(S) RESPONSIBLE:** Joshua Jorn, Interim Superintendent

**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  
2023-24 OUT OF COUNTY OR OVERNIGHT ACTIVITIES**

<u>Date(s)</u>	<u>Destination</u>	<u>Student/ Class/ Activity</u>	<u>Transportation</u>	<u>Cost</u>	<u>Funding Source</u>
8/25-8/26/2023	Arroyo Grande High School Arroyo Grande, CA	PGHS Boys Waterpolo Team Waterpolo Tournament	Auto	na	na
8/26-8/27/2023	Hillsdale High School San Mateo/ Half Moon Bay, CA	PGHS Volleyball Team Volleyball Tournament	Auto	\$ 400.00	PGHS Athletics
9/1-9/2/2023	Hollister High School Aquatic Center Hollister, CA	PGHS Girls Waterpolo Team Waterpolo Tournament	Auto	na	na
9/8-9/9/2023	Morro Bay High School Morro Bay, CA	PGHS Boys Waterpolo Team Waterpolo Tournament	Auto	na	na
9/15-9/16/2023	Chuck McCollum Invitational Roseville, CA	PGHS Girls Waterpolo Team Waterpolo Tournament	Auto	na	na
9/22-9/23/2023	Watsonville High School Watsonville, CA	PGHS Girls Waterpolo Team Waterpolo Tournament	Auto	na	na

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS 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 FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 8/25-8/26 2023 Day of Activity: Friday/ Saturday

Activity Name/ Location: Boys Varsity WaterPolo Tourney Address: Arroyo Grande High School

City: Arroyo Grande CA County: SLO

School: Pacific Grove High School Teacher/ Class or Club: Casey Lyon Grade: 9-12

School Departure Time: 9:00 a.m. Pickup Time from Place of Activity: 3:00 p.m.

Name(s) of Employee(s) Accompanying Students: Casey Lyon

Number of Adults: 2 Number of Students: 14

Description of Activity/ Educational Objective: Boys Varsity Water Polo Tournament

List All Stops: Pacific Grove HS- Arroyo Grande HS - PGHS

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. CL (Teacher/Coach/Advisors Initials)

Means of Transportation: Auto\*  
(Board Regulation 3541.1 requirements will be complied with when using private autos: CL (Teacher/ Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): Casey Lyon, Jared Pechan  
(x) Form-OCA-1 Release of Driver Record Information is on file with the District on file  
(x) Form-OCA-2 Personal Automobile Information is on file with the District on file  
(x) Fingerprint clearance is on file with the District on file

Requested By: Johanna Biondi Casey Lyon Date: 08/09/2023  
*Employee Signature (accompanying students)* *(Printed Name)*

Administrative Approval/Principal: Lito M. Garcia Date: 08/10/2023

\*\*\*\*\*  
Substitute Required: No # of Days \_\_\_\_\_ Account Code (for sub): \_\_\_\_\_

Cost of Activity: \$ \_\_\_\_\_ + Cost of Transportation: \$ \_\_\_\_\_ + Cost of Substitute: \$ \_\_\_\_\_ = Total Cost (Est): \$ 0

Funds to be charged for all activity expenses: ( ) Students ( ) Club ( ) PG Pride ( ) Other \_\_\_\_\_

Account Code: Wells Fargo Athletics Department Fund - #1965169244/420 Boys Water Polo

\*\*\*\*\*  
**TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE**

Date Received: \_\_\_\_\_ Transportation Available: \_\_\_\_\_

Transportation Type: ( ) School Bus ( ) Charter

Approved by Transportation Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Assistant Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS 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 FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: August 26-27, 2023 Day of Activity: Saturday and Sunday

Activity Name/ Location: Volleyball Tournament/San Mateo Address: 3115 Del Monte Street

City: San Mateo County: San Mateo

School: Pacific Grove High School Teacher/ Class or Club: Varsity Volleyball Grade: 9-12

School Departure Time: 6:00 a.m. Pickup Time from Place of Activity: 6:00 p.m.

Name(s) of Employee(s) Accompanying Students: Kyle Mountain, Chris Morgan, and Ali Lyon

Number of Adults: 3 Number of Students: 14

Description of Activity/ Educational Objective: This is for a volleyball tournament as well as a team bonding opportunity.

List All Stops: Hillsdale High School and Half Moon Bay, CA

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. KM (Teacher/Coach/Advisors Initials)

Means of Transportation: Auto\*  
(Board Regulation 3541.1 requirements will be complied with when using private autos: KM (Teacher/Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): Kyle Mountain, Chris Morgan, and Ali Lyon  
(x) Form-OCA-1 Release of Driver Record Information is on file with the District All on file  
(x) Form-OCA-2 Personal Automobile Information is on file with the District All on file  
(x) Fingerprint clearance is on file with the District All Cleared

Requested By: Kyle Mountain Kyle Mountain Date: 07/25/2023  
*Employee Signature (accompanying students)* *(Printed Name)*

Administrative Approval/Principal: Lito M. Garcia Date: 08/09/2023

\*\*\*\*\*  
Substitute Required: No # of Days \_\_\_\_\_ Account Code (for sub): \_\_\_\_\_

Cost of Activity: \$ 400.00 + Cost of Transportation: \$ na + Cost of Substitute: \$ \_\_\_\_\_ = Total Cost (Est): \$ 400.00

Funds to be charged for all activity expenses: ( ) Students ( ) Club ( ) PG Pride (x) Other \_\_\_\_\_

Account Code: Wells Fargo Athletics Department Fund - 1965169244/Volleyball team account

\*\*\*\*\*

### TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: \_\_\_\_\_ Transportation Available: \_\_\_\_\_

Transportation Type: ( ) School Bus ( ) Charter

Approved by Transportation Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Assistant Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

Board Approval: \_\_\_\_\_ Date of Board Approval: \_\_\_\_\_

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS 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 FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: Sept 1 and Sept 2 Day of Activity: Friday and Saturday

Activity Name/ Location: Girls Water polo Tournament-Hol Address: Baler Aquatic Center River Pkwy, Hollister 95

City: Hollister County: San Benito

School: Pacific Grove High School Teacher/ Class or Club: Girls Varsity Water Polo Grade: 9-12

School Departure Time: 10 a.m. Pickup Time from Place of Activity: 6 p.m.

Name(s) of Employee(s) Accompanying Students: Greg Enterline

Number of Adults: 4 Number of Students: 15

Description of Activity/ Educational Objective: Varsity Girls Water Polo Tournament. 2 days with 2 games each day, driver

List All Stops: PGHS - Hollister - PGHS

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. GE (Teacher/Coach/Advisors Initials)

Means of Transportation: Auto\*  
(Board Regulation 3541.1 requirements will be complied with when using private autos: GE (Teacher/ Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): Greg Enterline, Summer Wright, Cliff Houston, Jill Houston

(x) Form-OCA-1 Release of Driver Record Information is on file with the District on file

(x) Form-OCA-2 Personal Automobile Information is on file with the District on file

(x) Fingerprint clearance is on file with the District All Cleared

Requested By: Greg Enterline Greg Enterline Date: 08/09/2023  
*Employee Signature (accompanying students)* *(Printed Name)*

Administrative Approval/Principal: Lito M. Garcia Date: 08/11/2023

\*\*\*\*\*  
Substitute Required: No # of Days \_\_\_\_\_ Account Code (for sub): \_\_\_\_\_

Cost of Activity: \$ \_\_\_\_\_ + Cost of Transportation: \$ \_\_\_\_\_ + Cost of Substitute: \$ \_\_\_\_\_ = Total Cost (Est): \$ 0

Funds to be charged for all activity expenses: ( ) Students ( ) Club ( ) PG Pride ( ) Other \_\_\_\_\_

Account Code: Wells Fargo Athletic Department Fund - #1965169244/421 Girls Water Polo account

\*\*\*\*\*  
**TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE**

Date Received: \_\_\_\_\_ Transportation Available: \_\_\_\_\_

Transportation Type: ( ) School Bus ( ) Charter

Approved by Transportation Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Assistant Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

### PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS 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 FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 9/8 -9/9/2023 Day of Activity: Friday-Sat

Activity Name/ Location: Boys Varsity Water Polo Tourney Address: Morro Bay High School

City: Morro Bay High School County: SLO

School: Pacific Grove High School Teacher/ Class or Club: Casey Lyon Grade: 9-12

School Departure Time: 9:00 a.m. Pickup Time from Place of Activity: 9:00 pm

Name(s) of Employee(s) Accompanying Students: Casey Lyon

Number of Adults: 2 Number of Students: 14

Description of Activity/ Educational Objective: Boys Varsity Water Polo Tournament

List All Stops: Pacific Grove HS to Morro Bay HS

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. Casey Lyon (Teacher/Coach/Advisors Initials)

Means of Transportation: Auto\*  
(Board Regulation 3541.1 requirements will be complied with when using private autos: CL (Teacher/ Coach/Advisors Initials)

Name(s) of Auto Drivers (subject to change): Casey Lyon, Jared Pechan  
(x) Form-OCA-1 Release of Driver Record Information is on file with the District all cleared  
(x) Form-OCA-2 Personal Automobile Information is on file with the District all cleared  
(x) Fingerprint clearance is on file with the District all cleared

Requested By: Casey Lyon Casey Lyon Date: 08/09/2023  
*Employee Signature (accompanying students)* *(Printed Name)*

Administrative Approval/Principal: Lito M. Garcia Date: 08/10/2023

\*\*\*\*\*  
Substitute Required: No # of Days \_\_\_\_\_ Account Code (for sub): \_\_\_\_\_

Cost of Activity: \$ \_\_\_\_\_ + Cost of Transportation: \$ \_\_\_\_\_ + Cost of Substitute: \$ \_\_\_\_\_ = Total Cost (Est): \$ 0

Funds to be charged for all activity expenses: ( ) Students ( ) Club ( ) PG Pride ( ) Other \_\_\_\_\_  
Account Code: Wells Fargo Athletics Department Fund - #1965169244/Boys Water Polo team account

#420 \*\*\*\*\*

#### TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: \_\_\_\_\_ Transportation Available: \_\_\_\_\_

Transportation Type: ( ) School Bus ( ) Charter

Approved by Transportation Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Assistant Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

Board Approval: \_\_\_\_\_ Date of Board Approval: \_\_\_\_\_



# PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS 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 FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: Sept 15 and 16 Day of Activity: Friday and Saturday

Activity Name/ Location: Chuck McCollum Invitational Address: 5098 Foothills Blvd, Roseville

City: Roseville County: Placer

School: Pacific Grove High School Teacher/ Class or Club: Varsity Girls Water Polo Grade: 9-12

School Departure Time: 5 a.m. Pickup Time from Place of Activity: 8 p.m.

Name(s) of Employee(s) Accompanying Students: Greg Enterline, Jill Houston, Summer Wright

Number of Adults: 3 Number of Students: 15

Description of Activity/ Educational Objective: Girls water polo tournament. 2 games each day.

List All Stops: PGHS - Roseville - PGHS

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. GE (Teacher/Coach/Advisors Initials)

Means of Transportation: Auto\*  
(Board Regulation 3541.1 requirements will be complied with when using private autos: GE (Teacher/ Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): Greg Enterline, Jill Houston, Summer Wright  
( x ) Form-OCA-1 Release of Driver Record Information is on file with the District all cleared  
( x ) Form-OCA-2 Personal Automobile Information is on file with the District all cleared  
( x ) Fingerprint clearance is on file with the District All Cleared

Requested By: Greg Enterline Greg Enterline Date: 08/09/2023  
*Employee Signature (accompanying students)* *(Printed Name)*

Administrative Approval/Principal: Lito M. Garcia Date: 08/11/2023

\*\*\*\*\*  
Substitute Required: No # of Days \_\_\_\_\_ Account Code (for sub): \_\_\_\_\_

Cost of Activity: \$ \_\_\_\_\_ + Cost of Transportation: \$ \_\_\_\_\_ + Cost of Substitute: \$ \_\_\_\_\_ = Total Cost (Est): \$ \_\_\_\_\_

Funds to be charged for all activity expenses: ( ) Students ( ) Club ( ) PG Pride ( ) Other \_\_\_\_\_

Account Code: Wells Fargo Athletics Department Fund - #1965169244/421 Girls Water Polo Account

\*\*\*\*\*

### TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: \_\_\_\_\_ Transportation Available: \_\_\_\_\_

Transportation Type: ( ) School Bus ( ) Charter

Approved by Transportation Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Assistant Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS 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 FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 9/22-9/23/2023 Day of Activity: Friday and Saturday

Activity Name/ Location: Watsonville Tournament , Watson Address: 250 E Beach Street, Watsonville  
 City: Watsonville County: Santa Cruz

School: Pacific Grove High School Teacher/ Class or Club: Girls Water Polo Grade: 9-12

School Departure Time: 10 a.m. Pickup Time from Place of Activity: 8 p.m.

Name(s) of Employee(s) Accompanying Students: Greg Enterline, Summer Wright, Cliff Houston, Jill Houston

Number of Adults: 4 Number of Students: 15

Description of Activity/ Educational Objective: 2 day water polo tournament. 2 games each day, driving back and forth each

List All Stops: PGHS - Watsonville High School - PGHS

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. GE (Teacher/Coach/Advisors Initials)

Means of Transportation: Auto\*  
(Board Regulation 3541.1 requirements will be complied with when using private autos: GE (Teacher/ Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): Greg Enterline, Summer Wright, Cliff Houston, Jill Houston  
 Form-OCA-1 Release of Driver Record Information is on file with the District on file  
 Form-OCA-2 Personal Automobile Information is on file with the District on file  
 Fingerprint clearance is on file with the District on file

Requested By: Greg Enterline Greg Enterline Date: 08/10/2023  
 Employee Signature (accompanying students) (Printed Name)

Administrative Approval/Principal: Lito M. Garcia Date: 08/11/2023

\*\*\*\*\*  
 Substitute Required: No # of Days \_\_\_\_\_ Account Code (for sub): \_\_\_\_\_

Cost of Activity: \$ \_\_\_\_\_ + Cost of Transportation: \$ \_\_\_\_\_ + Cost of Substitute: \$ \_\_\_\_\_ = Total Cost (Est): \$ 0

Funds to be charged for all activity expenses: ( ) Students ( ) Club ( ) PG Pride ( ) Other \_\_\_\_\_

Account Code: Wells Fargo Athletics Department Fund - #1965169244/421 Girls Water Polo

### TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: \_\_\_\_\_ Transportation Available: \_\_\_\_\_

Transportation Type: ( ) School Bus ( ) Charter

Approved by Transportation Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Assistant Superintendent: \_\_\_\_\_ 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:** Acceptance of Donations

**DATE:** August 17, 2023

**PERSON(S) RESPONSIBLE:** Joshua Jorn, Interim Superintendent

**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**

Trustee Swanson & Family

3 Levoit Hepa Filters & Replacements  
(ongoing every July and January)

**Robert H. Down Elementary School**

None

**Pacific Grove Middle School**

None

**Pacific Grove High School**

Ohiopyle-Swag Sales

\$31.04 (not specified)

**Pacific Grove Community High School**

None

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

None

**Pacific Grove Unified School District**

None

- |                                                                                   |                                                 |
|-----------------------------------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Student Learning and Achievement                         | <input checked="" type="checkbox"/> Consent     |
| <input type="checkbox"/> Health and Safety of Students and Schools                | <input type="checkbox"/> Action/Discussion      |
| <input type="checkbox"/> Credibility and Communication                            | <input type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing         |

**SUBJECT:** Warrant Schedule 657

**DATE:** August 17, 2023

**PERSON(S) RESPONSIBLE:** Joshua Jorn, Interim Superintendent

**RECOMMENDATION:**

As Assistant Superintendent for Business Services, I certify that I have received the attached warrants for consistency with the District’s budget, and purchasing and accounting practices and therefore, recommend Board approval

**BACKGROUND:**

The attached listing of warrants identifies payments made by the District during the noted time period from June 01, 2023 through June 30, 2023.

**INFORMATION:**

Prior to the issuance of the warrants, District procedures have been followed to ensure the appropriateness of the item(s) purchased, the correctness of the amount to be paid, and the funds were available within the appropriate budget. All necessary site, department, and district authorizations have been obtained.

Please note a full copy of the warrants are available by request.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

657

June 2023

WARRANTS - PAYROLL

Certificated	Manual	06/05/23	\$	-
	Supp	06/09/23	\$	967,416.06
	Manual	06/15/23	\$	220.05
	Regular	06/30/23	\$	311,803.65
<u>Total Certificated</u>			<u>\$</u>	<u>1,279,439.76</u>
Classified	Manual	06/05/23	\$	-
	Supp	06/09/23	\$	447,464.25
	Manual	06/15/23	\$	192.39
	Regular	06/30/23	\$	718,800.32
<u>Total Classified</u>			<u>\$</u>	<u>1,166,456.96</u>
Other	Manual	06/05/23	-	
	Supp	06/09/23	\$	44.55
	Manual	06/15/23	\$	-
	Regular	06/30/23	\$	17,293.00
<u>Total Other</u>			<u>\$</u>	<u>17,337.55</u>
<b><u>TOTAL PAYROLL</u></b>			<b><u>\$</u></b>	<b><u>2,463,234.27</u></b>

WARRANTS - ACCOUNTS PAYABLE

Checks	V-Card Payment			
12767412-12767431	04600000502-04600000507	06/01/23	\$	149,881.97
12768926-12768996	04600000508-04600000513	06/08/23	\$	162,015.83
12770364-12770415	04600000514-04600000516	06/15/23	\$	202,999.40
12771569-12771600	04600000517-04600000518	06/22/23	\$	99,728.68
12773815-12773855	04600000519-04600000522	06/29/23	\$	168,956.58
<b><u>TOTAL ACCOUNTS PAYABLE</u></b>			<b><u>\$</u></b>	<b><u>783,582.46</u></b>

- 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 with Services with Fusion Global Academy- Private School

**DATE:** August 17, 2023

**PERSON(S) RESPONSIBLE:** Yolanda Cork-Anthony, Director of Student Services

**RECOMMENDATION:**

The District Administration recommends the Board approve the contract for services with Fusion Global Academy, a private school, for tuition for a student placed through a settlement agreement.

**BACKGROUND:**

Fusion Academy is a private school based out of Los Gatos, California. They provide online, personalized instruction to students.

**INFORMATION:**

As per the student’s settlement agreement, the student will be placed at Fusion Academy to provide education services. The district will pay directly to Fusion Academy as invoiced the actual tuition charged and owed by the parents for student’s actual attendance for the 2023-24 school year.

**FISCAL IMPACT:**

\$27,640 not previously budgeted

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
INDEPENDENT CONSULTANT AGREEMENT**

**CONSULTANT** Fusion Global Academy d.b.a. Fusion Learning, Inc

**SITE/DEPARTMENT** Student Services

**SUBMITTED BY** Yolanda Cork-Anthony, Director of Student Services

**FUNDING SOURCE** General Fund Contracts

**AGREEMENT TOTAL AMOUNT** Tuition, not to exceed \$27,640

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 Fusion Global Academy d.b.a. Fusion Learning, 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 **provider of educational services**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **online educational instruction according to the settlement agreement**.
2. **Term.** Consultant shall commence providing services under this Agreement on **7/13/2023**, and will diligently perform as required and complete performance by **6/30/2024**.
3. **Compensation.** District agrees to pay **Tuition, not to exceed \$27,640** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **Tuition, not to exceed \$27,640** 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 a monthly invoice of actual tuition charged and owed by parents, to the District for Services actually completed during the 2023-2024 school year.
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  
 435 Hillcrest Avenue  
 Pacific Grove, CA 93950  
 ATTENTION: Joshua Jorn  
 Assistant Superintendent/CBO

Fusion Global Academy d.b.a. Fusion Learning, Inc  
 Address: 72 Monroe Center NW, Suite B  
 City/State/Zip: Grand Rapids, MI 49503  
 Business Phone: 408-354-0743  
 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)**

**Consultant**  
**(Can sign BEFORE Board's approval)**

Signature: \_\_\_\_\_  
Name: Yolanda Cork-Anthony  
Title: Director of Student Services  
Date: \_\_\_\_\_

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

- |                                                                               |                                                 |
|-------------------------------------------------------------------------------|-------------------------------------------------|
| <input checked="" type="checkbox"/> Student Learning and Achievement          | <input checked="" type="checkbox"/> Consent     |
| <input checked="" type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion      |
| <input type="checkbox"/> Credibility and Communication                        | <input type="checkbox"/> Information/Discussion |
| <input type="checkbox"/> Fiscal Solvency, Accountability and Integrity        | <input type="checkbox"/> Public Hearing         |

**SUBJECT:** Monterey County Behavioral Health (MCBH) Memorandum of Understanding (MOU)

**DATE:** August 17, 2023

**PERSON(S) RESPONSIBLE:** Yolanda Cork-Anthony, Director of Student Services

**RECOMMENDATION:**

The District Administration recommends the Board review and approve the MOU between the County of Monterey, on behalf of the Monterey County health department, Behavioral Health Bureau and the Monterey County Special Education Local Plan Area (SELPA), for mental health services.

**BACKGROUND:**

Monterey County of Behavioral Health (MCBH) offers mental health services to students of the LEAs (local education agency) within Monterey County SELPA. Pacific Grove Unified School District (an LEA with Monterey County SELPA) is mandated to provide services necessary to ensure students a free and appropriate public education (FAPE) including mental health services pursuant to their IEPs, IDEA, and state law.

**INFORMATION:**

As per the MOU between Monterey County Behavioral Health (MCBH) and Monterey County SELPA, mental health services will be provided to students pursuant to their IEP. MCBH will facilitate the provision of mental health services which may include but are not limited to: individual or group counseling services, and consultation services.

**FISCAL IMPACT**

State funds and federal funds will be used in Special Education resources 6546 & 3327 to cover a total of \$142,646.15. The total cost for students' mental health services is projected at \$257,706. The remaining \$115,059.85 will be covered by General Funds.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF MONTEREY, ON BEHALF OF  
THE MONTEREY COUNTY HEALTH DEPARTMENT,  
BEHAVIORAL HEALTH BUREAU AND  
THE MONTEREY COUNTY SPECIAL EDUCATION LOCAL PLAN AREA  
FOR MENTAL HEALTH SERVICES**

This Memorandum of Understanding (MOU) is made and entered into between the Monterey County Special Education Local Plan Area (hereinafter SELPA), on behalf of its member Local Education Agencies (LEAs), and the County of Monterey, on behalf of the Monterey County Health Department, Behavioral Health Bureau (hereinafter MCBH). SELPA, on behalf of its member LEAs, and MCBH collectively may be referred to as “the Parties.”

WHEREAS, on October 8, 2010, California Governor Arnold Schwarzenegger vetoed a fiscal year 2010-11 appropriation for educationally related mental health services mandated by AB 3632, and stated in doing so that “[t]his mandate is suspended;”

WHEREAS, AB 114, Statutes of 2011, Chapter 43 (AB 114) became effective July 1, 2011, and placed the responsibility for provision of mental health services for students with disabilities with LEAs;

WHEREAS, SELPA is authorized to obligate its member LEAs to the terms of this Memorandum of Understanding;

WHEREAS, SELPA acknowledges that the LEAs are mandated to provide services necessary to ensure students a free and appropriate public education (FAPE), including mental health services, Home Alternative to Residential Treatment services and residential placements (hereinafter Mental Health Services), pursuant to student’s Individualized Education Plan (IEP), the federal Individuals with Disabilities Education Act (IDEA) and state law;

WHEREAS, MCBH offers outpatient mental health services by qualified professionals; and

WHEREAS, SELPA requests that MCBH facilitate the provision of Mental Health Services to students of the LEAs within SELPA who are eligible and where such services provided by MCBH are deemed necessary in the IEP.

NOW, THEREFORE, it is agreed as follows:

1. MCBH agrees to provide Mental Health Services, Home Alternative Residential Treatment (HART), Residential Monitoring, and Residential Searching and Securing from July 1, 2023 through and including June 30, 2024 to students of the LEAs within SELPA pursuant to the guidelines set forth in the attached Interagency Agreement between the Monterey County Special Education Local Plan Area and the Monterey County Health Department, Behavioral Health Bureau, 2023-2024 (Exhibit A: Interagency Agreement). For the purposes of this Memorandum of Understanding and the attached Interagency Agreement, the parties agree:

**A. Mental Health Services**

MCBH shall provide Mental Health Services which may include the following services pursuant to an IEP: individual and group counseling provided to a student; individual or group counseling provided to parents of special education students; consultation services provided to parents, students, teachers and other school personnel; planning and implementing a program of psychological counseling for special education students and parents; as well as all services described in Exhibit B. MCBH agrees to provide only those Mental Health Services identified in a student's IEP at the frequency, location, and duration identified in the IEP. Moreover, as requested by the LEA, MCBH agrees to attend and participate in IEP team meetings.

**B. Home Alternative to Residential Treatment (HART)**

MCBH shall subcontract the provision of HART services pursuant to an IEP.

**C. Residential Monitoring**

MCBH shall conduct at least one onsite monitoring visit during each school year to the out of home residential non-public school (NPS) at which the student is attending pursuant to an IEP. MCBH agrees to onsite monitoring which shall include, but not limited to, a review of services provided to the student, a review of progress the student is making towards the goals set forth in the student's IEP and Behavioral Intervention Plan (BIP), if applicable; observe the student during instruction time and walkthrough of the facility; and report findings resulting from the monitoring visit.

**D. Residential Searching and Securing**

MCBH shall, at the request of the LEA, assist with searching and securing appropriate residential placement facilities for up to 15 special education students identified by the student's LEA and IEP team as being in need of this specific level of service. Searching support will include researching potential facilities, contacting, and communicating with facilities on behalf of the LEA, and submitting application packets to facilities. LEAs will provide MCBH all required documentation for residential placement facility application packets. Securing support will include tracking facility denials and coordinating acceptance dates for admission to facilities. MCBH will NOT contract with residential placement facilities as part of Searching and Securing services within this agreement. The residential placement facility expenses will be the sole responsibility of the LEA. Should the number of special education students requiring searching and securing services exceed 15, SELPA will be invoiced for the additional services.

2. MCBH agrees to assign Psychiatric Social Workers (PSW) per School District listed in Exhibit B to provide psychological services to students in LEA Therapeutic Intervention Program (TIP) classes, and to provide Residential Monitoring for students in out of home care. The PSW shall comply with all County and State certification and licensing requirements and shall deliver services within their scope of licensure and practice.
3. SELPA on behalf of the LEAs identified in this MOU, agrees to pay up to a total maximum amount not to exceed **\$4,568,437.00**. To offset the total cost to SELPA, MCBH shall seek Medi-Cal reimbursement for Mental Health Services and HART services provided pursuant to this Memorandum of Understanding for all Medi-Cal eligible beneficiaries served.

<b>Services</b>	<b>Estimated Amount</b>
Mental Health Services	\$4,179,595.00
HART	\$339,431.43
Residential Monitoring	\$32,300.00
Residential Searching and Securing	\$17,110.50
<b>Total</b>	<b>\$4,568,437.00</b>

4. Funds provided to MCBH through SELPA, including federal IDEA and state allocations, shall only be used for Mental Health Services provided pursuant to this Memorandum of Understanding for eligible students, including payment for HART, Residential Monitoring, and Residential Searching and Securing as identified in Exhibit B.
5. In the event that the total service costs provided through this Memorandum of Understanding exceeds funding received by MCBH and SELPA to cover such costs, SELPA will reimburse MCBH the amount due and will seek reimbursement from the student's LEA of residence.
6. MCBH shall not be responsible for any costs related to transportation and travel of the student and the student's parents to and from any and all Mental Health Services, including residential placement, as specified in the IEP.
7. Invoicing: MCBH shall submit to SELPA a monthly invoice for Mental Health Services, HART, Residential Monitoring, and Residential Searching and Securing that includes the total cost per service provision in accordance with the billing structure and payment rate identified in Exhibit B.
8. Records: MCBH will provide SELPA and LEAs a quarterly report of the Mental Health Services, HART, Residential Monitoring, and Residential Searching and Securing provided by MCBH staff pursuant to this Memorandum of Understanding. The schedule for these reports is as follows:

<b>Report #</b>	<b>Reporting Period</b>	<b>Due to MCOE</b>
1	July 1, 2023 – September 30, 2023	October 31, 2023
2	October 1, 2023 – December 31, 2023	January 31, 2024
3	January 1, 2024 – March 31, 2024	April 30, 2024
4	April 1, 2024 – June 30, 2024	July 31, 2024

The records will include the following data for each student: the school district of residence, and the Service Function Codes (SFC) of the services provided as described in the student's IEP. Exhibit B identifies the CALPADS code that aligns with the SFC. The report will also include the units of service, the student's name, date of birth, provider name, date(s) of service, unit/minutes/mode, and SFC in sufficient detail to enable SELPA to establish a link between the services provided and the individual student's IEP. MCBH is responsible for maintaining all required documentation in accordance with current practice for audit purposes.

9. Final Accounting: A statement of actual costs, inclusive of supporting accounting documentation, will be submitted within ninety (90) days of the expiration of this Memorandum of Understanding. The statement will reflect actual costs incurred for the entire fiscal year.
10. Condition Precedent: This Memorandum of Understanding shall not be effective unless and until each of the Parties execute this Memorandum of Understanding through their respective agency procedures.
11. Audit: SELPA auditors will have access to MCBH records supportive of claims filed related to Mental Health Services provided by MCBH pursuant to this Memorandum of Understanding if required for audit purposes as allowed by state and federal law. MCBH will be responsible for the costs resulting from any audit exceptions and/or disallowed claims filed pursuant to this Memorandum of Understanding for Fiscal Year 2023-2024 regarding services provided by MCBH that are not Mental Health Services or services provided by MCBH that are not described in a student's IEP. SELPA will be responsible for the costs of any audit exceptions and/or disallowed claims filed pursuant to this Memorandum of Understanding for Fiscal Year 2023-2024 which are the responsibility of SELPA. In the event of the need for an audit appeal, MCBH and SELPA will mutually agree upon the most expedient process for resolution. This audit provision shall survive the term of this Memorandum of Understanding.
12. Referrals and Assessment Reports: MCBH and SELPA agree to abide by the policies and procedures for making student referrals and providing the necessary assessment reports as provided in the attached Interagency Agreement (Exhibit A).
13. Supervision of Clinical Staff: MCBH shall designate a Supervisor to provide ongoing clinical supervision for MCBH Psychiatric Social Workers and MCBH Staff providing Mental Health Services to ensure that support, guidance and consultation is available as needed. Responsibility for the conduct of MCBH Psychiatric Social Workers shall remain solely with the County of Monterey. In addition to office-based supervision, MCBH agrees to provide onsite clinical supervision on a bi-monthly basis at each school where services are provided to ensure appropriate administrative and clinical oversight.

The PSW's direct supervisor shall be a MCBH Unit Supervisor who reports directly to the MCBH Services Manager. The MCBH Unit Supervisor's duties include, but are not limited to:

- Clinical supervision and completion of performance evaluations of MCBH Psychiatric Social Workers;
- Coordinate and assign referrals, and oversee scheduled work hours;
- Ensure coverage of services in the event of the unplanned absence; and
- Work with the District to make any needed adjustments to the scheduling of work hours due to the District's school calendar year.



14. MCBH and each District Special Education Director or designee agree to meet on a bi-monthly basis beginning the first month of the school year to ensure appropriate, efficient and effective implementation of the services rendered by MCBH.
15. The District will assign a District Special Education Director or designee to serve as a point of contact for the MCBH for any and all issues or concerns that arise regarding delivery of services by the MCBH associated with this MOU.
16. Interagency Agreement (Exhibit A): SELPA and MCBH agree that the attached Interagency Agreement between the Monterey County Special Education Local Plan Area and the Monterey County Health Department, Behavioral Health Bureau, 2023-2024 is an integral part of this Memorandum of Understanding and further agree that in the event of a conflict between the Memorandum of Understanding and the Interagency Agreement, the Interagency Agreement shall prevail.
17. Privacy: MCBH and SELPA acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109; student records under the Family Educational Rights and Privacy Act (FERPA); Section 1232g of Title 20 of the United States Code; and under provisions of California law relating to privacy. MCBH and SELPA shall ensure that all activities undertaken under this Memorandum of Understanding will conform to the requirements of these laws to the extent they are applicable.

18. Indemnification: General.

Except as expressly provided below in Section 19, SELPA shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this Memorandum of Understanding by SELPA and/or its agents, members, employees, or sub-contractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Memorandum of Understanding to provide the broadest possible indemnification for the County. SELPA shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any litigation in which SELPA is obligated to indemnify, defend, and hold harmless the County under this Memorandum of Understanding.

Except as expressly provided below in Section 19, County shall indemnify, defend, and hold harmless SELPA and its member LEAs, their officers, agents, and employees from any claim, liability, loss, injury, or damage arising out of, or in connection with, performance of this Memorandum of Understanding by County and/or its agents, members, employees, or subcontractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by SELPA and its member LEAs. It is the intent of the parties to this Memorandum of Understanding to provide the broadest possible indemnification for SELPA and its member LEAs. County shall reimburse SELPA for all costs, attorneys' fees, expenses, and liabilities incurred by SELPA or its members LEAs with respect to any litigation in which County is obligated to indemnify, defend, and hold harmless SELPA and its member LEAs under this Memorandum of Understanding.

19. Indemnification: Due Process Claims.

LEAs shall defend, indemnify and hold harmless the County from all due process claims filed by parents on behalf of their children with respect to any and all claims arising out of this MOU and/or the assessment and determination of whether or not to provide treatment or Mental Health Services as described in this MOU. Under no circumstances shall the County be a liable party to administrative or judicial litigation involving Mental Health Services. In the event, however, that an LEA becomes party to administrative or judicial litigation involving Mental Health Services subject to this Agreement, the County agrees that it will use reasonable efforts to cooperate in preparation of such cases for resolution sessions, mediation, due process hearing, trial or other such proceedings. Such cooperation may include attendance and/or participation and such proceedings, meeting with LEA staff, counsel, and other advisors, or other assistance as deemed appropriate by the LEA and County. The parties shall confer in good faith regarding appropriate reimbursement for County staff time needed for such cooperation.

20. Limitation of Liability.

Each party's total liability to the other arising under this MOU, if any, is limited to an amount not to exceed either the per occurrence limit or the aggregate limit of the party's required insurance coverage, as stated within Exhibit C and Exhibit D, respectively, copies of which are attached hereto and incorporated herein by this reference.

21. Insurance:

A. MCBH's Insurance. The County of Monterey shall secure and maintain the insurance coverage or self-insurance described in Exhibit C.

B. SELPA's and Each of SELPA's Member LEAs' Insurance. SELPA and each of its member LEAs shall secure and maintain the insurance coverage or self-insurance described in Exhibit D.

22. Laws and Venue: This Memorandum of Understanding shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Memorandum of Understanding, the action shall be brought in a state court situated in the County of Monterey, State of California, unless otherwise specifically provided for under California law.

23. Third Party Rights: Nothing in this Memorandum of Understanding shall be construed to give any rights, benefits, or obligations to anyone other than SELPA, MCBH, and LEAs.

24. Severability: The unenforceability, invalidity, or illegality of any provision(s) of this Memorandum of Understanding shall not render the other provisions unenforceable, invalid, or illegal.

25. Term: This Memorandum of Understanding shall cover the period of July 1, 2023, through and including June 30, 2024. This Memorandum of Understanding shall terminate as of the close of business on June 30, 2024. However, prior to May 1, 2024, this Memorandum of Understanding may be extended by the parties' mutual written consent for any reason.

26. Dispute Resolution: MCBH and SELPA agree that the Interagency Agreement Dispute Resolution described in Exhibit A to this Memorandum of Understanding shall be used to address disputes on the implementation of the Memorandum of Understanding, as well as disputes arising under the Interagency Agreement.
27. Integration: This Memorandum of Understanding, including Exhibits A and B, represents the entire understanding of SELPA and MCBH as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered herein. This Memorandum of Understanding may not be modified or altered except in writing signed by both parties hereto. This is an integrated Memorandum of Understanding.
28. Signatories: The signatories of this Memorandum of Understanding or their designee shall be responsible for assuring the Memorandum of Understanding is implemented. Neither party shall be deemed to be in default of the terms of this Memorandum of Understanding if either party is prevented from performing the terms of this Memorandum of Understanding by causes beyond its control, including, but not limited to, acts of God; changes in any laws and/or regulations of state or federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause for delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance of the terms of this Memorandum of Understanding. Neither party shall be liable for any excess costs if the failure to perform this Memorandum of Understanding arises from any of the contingencies listed above.

*(The remainder of this page is intentionally left blank)*

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized officers in the County of Monterey, State of California. This Memorandum of Understanding is effective July 1, 2023 by and between the undersigned parties.

**COUNTY OF MONTEREY:**

**MONTEREY COUNTY SELPA  
EDUCATION LOCAL PLAN AREA:**

DocuSigned by:  
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By: \_\_\_\_\_  
Elsa Medina, Director of Health Services  
Date: 6/30/2023 | 11:27 AM PDT

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Kenyon Hopkins, Executive Director  
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**APPROVED AS TO FISCAL PROVISIONS**

DocuSigned by:  
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By: \_\_\_\_\_  
Auditor/Controller's Office  
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**APPROVED AS TO FISCAL PROVISIONS**

By: \_\_\_\_\_  
Risk Management  
Date: \_\_\_\_\_

Exhibit A: Interagency Agreement

**INTERAGENCY AGREEMENT  
BETWEEN  
THE MONTEREY COUNTY SPECIAL EDUCATION  
LOCAL PLAN AREA  
(SELPA)  
AND  
THE MONTEREY COUNTY HEALTH DEPARTMENT,  
BEHAVIORAL HEALTH BUREAU  
(MCBH)  
2023 – 2024**

Interagency Agreement Between The Monterey County Special Education Local Plan Area and  
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On October 8, 2010, California Governor Arnold Schwarzenegger vetoed a fiscal year 2010-11 appropriation for educationally-related mental health services mandated by AB 3632, and stated in doing so that “[t]his mandate is suspended.” AB 114, Statutes of 2011, Chapter 43 (AB 114) became effective July 1, 2011, and placed the responsibility for provision of mental health services for students with disabilities (AB 114 Services) with LEAs.

Monterey County Special Education Local Plan Area (SELPA) acknowledges that the Local Education Agencies (LEAs) are mandated to provide services necessary to ensure students a free and appropriate public education (FAPE), including mental health services (hereinafter Psychological Services), pursuant to a student’s Individualized Education Plan (IEP), the federal Individuals with Disabilities Education Act (IDEA) and state law. SELPA is authorized to obligate its member LEAs to the terms of this Agreement.

County of Monterey Health Department, Behavioral Health Bureau (MCBH) offers outpatient mental health services by qualified professionals at its current publicized rates. SELPA requests that MCBH facilitate the provisions of Psychological Services to students of the LEAs within SELPA who are eligible and where such services are deemed necessary in the IEP.

This Agreement defines the roles and responsibilities of SELPA, on behalf of its member LEAs, and MCBH in the provision of special education and related services to school-age individuals residing in Monterey County. Individuals referred to MCBH must be suspected of needing related services provided by MCBH. Special education and related services covered under the terms of this Agreement shall be at no cost to the parent or guardian of the student being served.

A primary goal of this Agreement is to ensure that necessary special education and related services are provided to qualifying individuals with special needs in an efficient manner through joint planning, cooperative service delivery, and the judicious use of resources in accordance with applicable federal and state laws and regulations.

*\*Adult students – non conserved\**

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<b>Administration</b>	
The SELPA, LEAs, and MCBH shall designate and identify liaison persons to administer and facilitate implementation of this Agreement. All parties to the Agreement shall engage in administrative activities designed to support implementation of the Agreement.	
SELPA/LEAs	MCBH
A. The SELPA Executive Director and the LEA special education administrators shall be the liaisons for facilitating interactions with MCBH.	A. A Services Manager shall be the liaison for facilitating interactions with local education agencies and the SELPA.
B. The SELPA Executive Director shall invite MCBH representatives to two meetings of the SELPA Director's Cabinet each year for the purposes of long-range planning and monitoring of the implementation of the agreement and timelines involved, as well as communication pertinent to areas requiring attention/alterations.	B. MCBH representatives shall annually attend at least three meetings of the SELPA Director's Cabinet each year for the purposes of long-range planning and monitoring of the implementation of the agreement and timelines involved, as well as communication pertinent to areas requiring attention/alterations.
C. Shall annually identify staff development activities for mutual participation.	C. Shall annually identify staff development activities for mutual participation.
D. Shall identify the continuum of placement options in the SELPA Procedural Handbook.	D. Shall assure that a range of psychological services including school-based counseling, outpatient counseling, and residential treatment is available to students needing these services. School-based services will be provided as outlined in the <i>Service Delivery</i> section of this Agreement.
E. N/A	E. For students whose parents do not speak English, and upon request of a parent, shall provide translation from English to parent's primary language of all written correspondence, assessment reports, and treatment summaries, unless not feasible. Versions in both English and parent's primary language shall be forwarded to the IEP team.
F. Designated SELPA/LEA and MCBH staff shall be responsible for collaboratively monitoring contracts with all nonpublic schools within which students have been placed to ensure that services in the IEP are provided.	F. Designated SELPA/LEA and MCBH Service Manager shall be responsible for collaboratively monitoring contracts with all nonpublic schools within which students have been placed to ensure that services in the IEP are provided.
G. Shall include MCBH staff in Positive Behavioral Intervention Supports (PBIS) activities to ensure successful integration of mental health interventions.	G. Shall participate in Positive Behavioral Intervention Supports (PBIS) activities to assist with selection and provision of evidence-based therapeutic services.



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**Release and Exchange of Information**

The parent/guardian of an individual with special needs has the right to authorize that all relevant information needed by the LEA, the SELPA, and MCBH be provided and available to the agencies for the purposes of assessment and the determination of an appropriate program and related services under provisions of law, including but not limited to, the Individuals with Disabilities Education Act and E.C. § 56515(c)(1). This right shall transfer to the special needs individual at the age of majority, which is eighteen (18) years of age E.C. § 56515(c)(2).

LEAs	MCBH
A. Shall obtain written parent consent to exchange information with MCBH for purposes of referral and provision of services covered by this Agreement. Such authorization shall be in accordance with federal and state laws related to confidentiality of student records.	A. N/A

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<b>Referral</b>	
<p>An IEP team may refer a student who has been determined to be an individual with exceptional needs (IWEN) or who is suspected of being an IWEN, as defined in E.C. § 56026, and is also suspected of needing related services provided by MCBH when the criteria outlined below are met. The identified procedures outline how a referral is initiated. <b>Processes outlined in this section are not designed for use in responding to psychiatric emergencies or other situations requiring immediate response.</b></p>	
LEAs	MCBH
A. For students who are already eligible for special education, the instructional team shall identify the possible need for a referral to MCBH.	A. N/A
B. The Case Manager and School Psychologist shall: <ol style="list-style-type: none"> <li>1. Notify the LEA's identified special education administrator.</li> <li>2. Schedule and convene an IEP team meeting (supplemental, annual, or reassessment, as appropriate) to determine if a referral is indicated. MCBH representative shall be invited to the IEP meeting.</li> </ol>	B. N/A
C. If the IEP team determines that a referral to MCBH is needed, the Case Manager and School Psychologist shall open a new meeting in SIRAS (whatever type is appropriate), complete, and present to the parent for informed consent: <ol style="list-style-type: none"> <li>1. A Notice of Referral for Reassessment and Proposed Action (NC 2B).</li> <li>2. An Assessment Plan (NC 3).</li> <li>3. A Parent Consent to Release/Exchange Information form (NC 9) as needed and required by law.</li> <li>4. Parent Guide to MCBH Services.</li> </ol>	C. N/A
D. Following completion of items in C above, the Case Manager and School Psychologist shall compile and forward to the LEA special education administrator a hard-copy packet to include: <ol style="list-style-type: none"> <li>1. A completed referral to MCBH Services (RE 7), labeled "MCBH Referral".</li> <li>2. The most current psycho-educational and other relevant reports to SIRAS file.</li> <li>3. Completed copies of the Notice of Referral for Reassessment and</li> </ol>	D. N/A

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<b>Referral</b>	
<p>Proposed Action (NC 2B), the consented Assessment Plan (NC 3), and any required Parent Consent to Release/Exchange Information (NC 9) forms with parent signature.</p> <p>4. A completed Notice of IEP Team Meeting (NC 6) scheduling the meeting <b>no less than fifty (50) days (unless the MCBH assessment is completed sooner) and no more than sixty (60) calendar days</b> from the date that consent for the assessment was received – not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five (5) school days from the date of receipt of the parent's written consent for assessment, unless the parent agrees, in writing, to an extension. In the case of student school vacations, the 60-day time frame shall recommence on the date that student's school days reconvene. The IEP, however, shall be developed within 30 days after the commencement of the subsequent regular school year for each student for whom a referral has been made 30 days or less prior to the end of the regular school year (E.C. § 56344(a)).</p>	
<p>E. The identified LEA special education administrator, shall:</p> <ol style="list-style-type: none"> <li>1. Review the submitted packet to ensure that all documents as described in D above have been accurately and adequately addressed and completed.</li> <li>2. Scan and attach the referral packet to the student's SIRAS file.</li> <li>3. Assign the MCBH Unit Supervisor and other MCBH designated coordinator to the student in SIRAS.</li> <li>4. Notify the MCBH Unit Supervisor and other MCBH designated coordinator of the referral via email (using SSID only) <b>within five (5) working days</b> of the LEA's receipt of parental consent for the MCBH assessment.</li> </ol>	<p>E. N/A</p>

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<b>Referral</b>	
<p>F. Students who are being assessed for initial eligibility for special education, and for whom there is strong evidence that services may be needed beyond those that can be provided at the district level, may also be referred (concurrent assessment). The referral process is compiled and submitted following the steps outlined above with the exception of current psycho-educational assessments. A copy of the Notice of Referral for Special Education and Proposed Action and results of preliminary psycho-educational assessments, however, including those conducted by school personnel in accordance with E.C. § 56320, to the extent they are available, should be included. A telephone consultation between the Case Manager and/or School Psychologist and the MCBH Unit Supervisor will be conducted prior to the referral, whenever possible.</p>	<p>F. N/A</p>
<p>G. Students who are currently enrolled in a Therapeutic Intervention Program and for whom there is strong evidence that services may be needed beyond those that can be provided at the district level, may not require additional assessment to determine the provision of mental health as a related service. If the student is currently receiving services for social/emotional needs, the referral is compiled and submitted following the steps outlined above with the exception of completion of a Notice of Referral and Proposed Action (NC 2) and Assessment Plan (NC 3). A telephone consultation between the Case Manager and/or School Psychologist and the MCBH Unit Supervisor will be conducted prior to the referral. A copy of the results of psycho educational assessments conducted by school personnel in accordance with E.C. § 56320 should be included in the referral packet. If an assessment to determine social/emotional needs has not been recently conducted, an assessment by</p>	<p>G. N/A</p>

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Referral	
behavioral health will be required. If the student will not require assessment to determine the areas of need, the IEP meeting notice to initiate services provided by MCBH should indicate a meeting date within 30 days.	

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<b>Assessment Process</b>	
<p>Assessments will be conducted by qualified, knowledgeable personnel using test instruments validated for the purpose for which they are used and shall assess individuals suspected of or identified with special needs in all areas of suspected disability. No single test shall be used as the sole criteria for determining an appropriate educational program. Tests shall be administered in a student's primary language or other mode of communication. These and all other assessment requirements shall be followed in accordance with the E.C. § 56320 and applicable federal and state law. MCBH shall conduct an assessment for all referred students for the purpose of identifying specific social/emotional needs and developing recommendations regarding goals, supports, strategies, and interventions that the student may require.</p>	
LEAs	MCBH
A. N/A	<p>A. Shall <b>immediately</b> verify receipt of the referral via email to the special education administrator of the LEA and verify the IEP date or request a new date, if necessary.</p> <p>Shall, <b>within five (5) working days</b> of receipt of a referral packet, notify the special education administrator of any additional information needed by MCBH in order to conduct the assessment.</p>
B. N/A	<p>B. Shall complete the assessment prior to the scheduled IEP team meeting unless the LEA and parent agree in writing to an extension or parent revokes consent for the assessment in writing.</p> <p>At a minimum, the assessment shall include a review of the referral packet, an observation of the student within the educational setting, and interviews with the student, teachers, and parents unless circumstances prevent it. Additional assessment will be conducted as determined necessary by the assessor and in consultation with the School Psychologist.</p>
C. Shall contact the MCBH assessor to discuss the assessment results prior to the IEP team meeting, if determined necessary, after reviewing the MCBH assessment report.	<p>C. Shall use the SELPA-approved assessment report template and provide a copy of the MCBH assessment report through uploading it into SIRAS at least 48 hours prior to the IEP team meeting and notifying the School Psychologist via email that it has been uploaded. If there are any findings that may be unexpected, shall contact the School Psychologist to discuss prior to the IEP team meeting.</p>

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**Assessment Process**

<p>D. Upon notification from MCBH of the inability to reach the parent or caregiver after 3 attempts, or if the parent or caregiver declines to participate in the assessment, LEA designee shall make contact with the parent or caregiver and inform MCBH of the outcome.</p>	<p>D. If MCBH is not able to reach the parent or caregiver after 3 attempts, or if the parent or caregiver declines to participate in the assessment, MCBH will notify the Special Education Director, Case Manager and School Psychologist via email to request assistance.</p>
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<b>Individualized Education Program (IEP)</b>	
<p>Upon completion of the assessment by MCBH, an IEP team meeting shall be convened on the date previously scheduled. For annual IEP reviews, triennial assessments and reviews, and IEP amendments, IEP team meetings shall be convened on dates and at times mutually agreed upon by all parties.</p>	
LEAs	MCBH
<p>A. Shall convene an IEP team meeting in accordance with legal timelines (E.C. § 56344(a)) and as previously scheduled (initials only) or mutually agreed upon by all parties.</p>	<p>A. N/A</p>
<p>B. Shall ensure that all required members of the IEP team are in attendance at the scheduled meeting unless the parent and the LEA agree, in writing (NC 7), that the attendance of the member is not necessary because the member's area of the curriculum or related service is not being modified or discussed, or that the member's area of curriculum or related service is being addressed but the member will submit written input to the parent and the IEP team prior to the meeting (E.C. § 56341(d) and (g)).</p>	<p>B. Shall send a representative to attend the meeting unless excused in writing by the parent and the LEA. The representative must be able to interpret assessment results. If an assessment has been conducted and the parent disagrees with the assessor's related service recommendations, MCBH will provide the parent with written notification that they may require the assessor to attend the IEP team meeting to discuss the recommendation. The assessor shall attend the meeting if requested to do so by the parent.</p>
<p>C. Shall ensure completion of the following portions of the IEP, following discussion at the IEP team meeting, as they relate to services provided by MCBH:</p> <ol style="list-style-type: none"> <li>1. Description of the present levels of social and emotional performance (E.C. § 56345(a)(1)).</li> <li>2. Goals and objectives related to the present levels in the area of social/emotional/behavioral development with objective criteria and procedures to determine whether they are being achieved (E.C. § 56345(a)(2)).</li> <li>3. Description of the manner in which the progress of the student toward meeting the annual goals such as through the use of quarterly or other periodic reports, concurrent with the issuance of report cards, will be provided (E.C. § 56345(a)(3)). Each LEA shall provide grading period dates at the beginning of the school</li> </ol>	<p>C. Shall complete and bring a draft copy to the IEP meeting of the following portions of the IEP as they relate to services provided by MCBH:</p> <ol style="list-style-type: none"> <li>1. Description of the present levels of social and emotional performance.</li> <li>2. Goals and objectives related to the present levels in the area of social/emotional/behavioral development with objective criteria and procedures to determine whether they are being achieved. <i>Note: Objectives are only required for students who participate in statewide assessment using California's alternate assessment or if otherwise determined necessary by the IEP team.</i></li> <li>3. Description of the manner in which the progress of the student toward meeting the annual goals related to services provided by MCBH will be provided. Unless otherwise noted in the IEP, MCBH will send progress</li> </ol>



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**Individualized Education Program (IEP)**

<p>year. The student’s LEA Case Manager shall provide a copy of the progress report to the parent upon receipt.</p> <p>4. Description of the related services to be provided by MCBH (C.C.R. § 60050(a)(3)).</p> <p>Services are to be provided to all students identified as needing such services, regardless of the identified specific disability.</p> <p>If student is at imminent risk of residential placement, related services shall include Home Alternative to Residential Treatment (HART). HART services shall be added as a social work service on IEP 7 and/or IEP 8, as appropriate.</p> <p>5. The projected date for the beginning of services and the anticipated frequency, location, and duration of these services (E.C. § 56345(a)(7)).</p>	<p>reports to the student’s LEA Case Manager one week prior to the end of each grading period.</p> <p>4. Description of the related services to be provided by MCBH (C.C.R. § 60050(a)(3)).</p> <p>Services are to be provided to all students identified as needing such services, regardless of the identified specific disability.</p> <p>If student is at imminent risk of residential placement, related services shall include Home Alternative to Residential Treatment (HART). HART services shall be added as a social work service on IEP 7 and/or IEP 8, as appropriate.</p> <p>5. The projected date for the beginning of services and the anticipated frequency, location, and duration of these services.</p>
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<b>Dismissal from MCBH-Provided Services</b>	
<b>LEAs</b>	<b>MCBH</b>
A. When considering dismissal from mental health provided by MCBH, the Case Manager and School Psychologist shall notify MCBH to discuss this proposed change.	A. When considering dismissal from any related service provided by MCBH, shall notify the Case Manager and School Psychologist to discuss this proposed change.
B. A staffing can be scheduled to discuss the proposed change to the student's IEP as necessary.	B. If a staffing is scheduled, MCBH shall send a representative to attend the staffing.
C. If, after discussion and review of progress toward IEP goals related to social/emotional/behavioral development and school team feedback (i.e. classroom teacher or other school staff) the student may be ready for dismissal from any related service provided by MCBH, the Case Manager and School Psychologist shall open a new meeting in SIRAS (whatever type is appropriate), complete, and present to the parent for consent: <ol style="list-style-type: none"> <li>1. A Notice of Referral for Reassessment and Proposed Action (NC 2B).</li> <li>2. An Assessment Plan (NC 3).</li> </ol>	C. MCBH will coordinate with the school team to ensure that communication of progress and the recommendation for assessment are communicated with the parent.
D. A completed Notice of IEP Team Meeting (NC 6) scheduling the meeting no less than fifty (50) days (unless the MCBH assessment is completed sooner) and no more than sixty (60) calendar days from the date that consent for the assessment was received – not counting days between the student's regular school sessions, terms, or days of school vacation in excess of five (5) school days from the date of receipt of the parent's written consent for assessment, unless the parent agrees, in writing, to an extension. In the case of student school vacations, the 60-day time frame shall recommence on the date that student's school days reconvene. (E.C. § 56344(a)).	D. N/A
E. Assessment will be conducted as determined necessary in consultation with	E. Shall complete the assessment prior to the scheduled IEP team meeting unless the

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<p>the School Psychologist.</p>	<p>LEA and parent agree in writing to an extension or parent revokes consent for the assessment in writing. At a minimum, the assessment shall include an observation of the student within the educational setting, interviews with the student, teachers, and parents unless circumstances prevent it, the CANS-EI, and any other clinical assessment tools MCBH deems appropriate.</p>
<p>F. Shall contact the MCBH assessor to discuss the assessment results prior to the IEP team meeting, if determined necessary, after reviewing the MCBH assessment report.</p>	<p>F. Shall use the SELPA-approved assessment report template and provide a copy of the MCBH assessment report through uploading it into SIRAS at least 48 hours prior to the IEP team meeting and notifying the School Psychologist via email that it has been uploaded. If there are any findings that may be unexpected, shall contact the School Psychologist to discuss prior to the IEP team meeting.</p>
<p>G. Upon completion of the assessment, an IEP team meeting shall be convened on the date previously scheduled.</p> <p><i>See Individualized Education Program (IEP) section for detailed procedures.</i></p>	<p>G. Upon completion of the assessment, an IEP team meeting shall be convened on the date previously scheduled.</p> <p><i>See Individualized Education Program (IEP) section for detailed procedures.</i></p>

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<b>Delivery of Services</b>	
The following procedures shall be followed for delivery of related services provided by MCBH.	
LEAs	MCBH
A. N/A	A. Shall ensure that services to be provided by MCBH are provided as specified on the IEP and begin as soon as possible following the development of the IEP. Shall contact the LEA special education administrator if services cannot be provided for any reason.
B. If services are to be provided at school, the clinician and the LEA case manager will collaboratively schedule the time and specific location of services.	B. If services are to be provided at school, the clinician and the LEA case manager will collaboratively schedule the time and specific location of services. The clinician will sign in and sign out at the school office during each school visit.  Services must be made up when the provider is absent on a day of a regularly scheduled session. Services need not be made up when student is absent on the day of a regularly scheduled session and will not be provided during school holidays and breaks except for those provided during extended school year unless otherwise agreed upon in the IEP.
C. Meetings with the MCBH clinician will be held when requested. Such meetings will take place while school staff is not instructing or involved in any academic task, away from distractions, and in private settings to preserve confidentiality. Regular informal communication via telephone and email (using procedures to protect confidentiality) regarding the student's progress is also encouraged.	C. Meetings with the student's case manager and/or school psychologist will be held when requested. Such meetings will take place while school staff is not instructing or involved in any academic task, away from distractions, and in private settings to preserve confidentiality. Regular informal communication via telephone and email (using procedures to protect confidentiality) regarding the student's progress is also encouraged.
D. If notified by the MCBH clinician of concerns about participation or non-attendance in treatment, shall assist in eliciting parent participation in resolving the issue. If necessary, shall convene an IEP team meeting to discuss options.	D. If the clinician has concerns about lack of participation or non-attendance in treatment this will be conveyed to the student's school psychologist and case manager.

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## Transfers and Interim Placements

### LEAs Responsibilities:

Students transferring into the SELPA from another county or state shall be provided a free and appropriate public education, including services comparable to those described in the previously approved individualized education program, in consultation with the student's parents. The interim placement, for students transferring from another county, shall not exceed thirty (30) days by which time the LEA shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP (EC § 56325(a)(1)).

Students transferring from another state shall be provided a free and appropriate public education, including services comparable to those described in the previously approved individualized education program, in consultation with the student's parents. The interim placement shall continue until the LEA conducts an assessment and, if determined to be necessary, develops a new individualized education program. EC § 56325 (a)(3).

LEAs	MCBH
<p>A. Shall refer to MCBH any student transferring into the SELPA from another county or state who was receiving related services pursuant to an existing IEP that in Monterey County are provided by MCBH.</p> <p>The referral shall be made in writing to MCBH within <b>two (2) school days</b> from the date that the LEA becomes aware of the student's transfer.</p>	<p>A. Shall ensure that the student is provided interim related services as specified in the existing IEP for a period <b>not to exceed thirty (30) calendar days</b> unless the parent agrees otherwise.</p> <p>Shall notify the LEA special education administrator if the student's parents cannot be contacted.</p>
<p>B. The referral shall provide copies of the following documents to MCBH:</p> <ol style="list-style-type: none"> <li>1. A completed Interim Placement Form (IEP 11);</li> <li>2. Copies of the student's existing IEP, if available;</li> <li>3. Copies of reports received, if available;</li> <li>4. Notice of IEP Team Meeting (NC 6); and</li> <li>5. Signed Release and Exchange of Information form (NC 9).</li> </ol>	B. N/A
<p>C. Shall convene an IEP team meeting prior to the end of the interim placement to adopt the previously approved IEP or develop, adopt, and implement a new IEP (E.C. § 56325(a)(1) and (a)(3)).</p>	<p>C. Shall participate in an IEP team meeting prior to the end of the interim placement to review the interim services and make service recommendations.</p>

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<b>Determination of Need for Residential Placement</b>	
These procedures shall apply when a student is being considered for residential placement due to social/emotional/behavioral needs.	
LEAs	MCBH
<p>A. Prior to the determination that a residential placement is necessary for the student to receive a free and appropriate public education, <b>an IEP team including representatives from MCBH</b> shall consider less restrictive alternatives, such as providing a behavior specialist and behavioral aide, and/or placement in a district or regional special education therapeutic intervention class, and/or Home Alternative to Residential Treatment (HART) services.</p>	<p>A. Prior to the determination that a residential placement is necessary for the student to receive a free and appropriate public education, <b>an IEP team including representatives from MCBH</b> shall consider less restrictive alternatives, such as providing a behavior specialist and behavioral aide, and/or placement in a district or regional special education therapeutic intervention class, and/or Home Alternative to Residential Treatment (HART) services.</p>
<p>B. LEAs that are not participating in in-district mental health services through MCBH and identify a student in need of HART services shall:</p> <ol style="list-style-type: none"> <li>1. Hold IEP meeting to add HART goal and services to the student's IEP in Siras.</li> <li>2. Obtain Release of Information (ROI) from the student's parent/legal guardian to share information related to need for HART referral packet including current mental health assessment to include MCBH and both contracted HART providers (JDT Consultants and Aspiranet)</li> <li>3. Upload HART referral and signed (ROI) to the student record in Siras</li> <li>4. Notify MCBH of HART referral to 415Education@co.monterey.ca.us including SSID number.</li> </ol>	<p>B. Upon receipt of email notification that a HART referral has been submitted for a student residing in a district not participating in mental health services, MCBH will identify and provide LEA with name of MCBH designee to be added to the student's record in SIRAS in order to access HART referral.</p>
<p>C. If less restrictive alternatives have not been successful and the IEP team is considering placement in a residential placement, the student's LEA shall convene an IEP team meeting. This team meeting shall include the MCBH RTC Case Manager or Unit Supervisor and a LEA representative authorized to make the placement decisions. The team shall document the following:</p> <ol style="list-style-type: none"> <li>1. Alternatives to residential placement</li> </ol>	<p>C. Upon receiving access to the HART referral uploaded to the student's record in Siras, MCBH designee will submit HART referral to one of the contracted HART providers (JDT Consultants and Aspiranet).</p>

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<b>Determination of Need for Residential Placement</b>	
<p>that were provided and why they have not been sufficient;</p> <ol style="list-style-type: none"> <li>2. What interventions were previously considered but not provided, and why;</li> <li>3. The decision to seek a residential placement.</li> </ol>	
<p>D. N/A</p>	<p>D. The RTC Case Manager or Unit Supervisor will attend the IEP team meeting to provide information on the process involved with searching and securing a residential placement. The team shall document the following:</p> <ol style="list-style-type: none"> <li>1. Alternatives to residential placement that were provided and why they have not been sufficient;</li> <li>2. What interventions were previously considered but not provided, and why;</li> <li>3. The decision to seek a residential placement.</li> </ol>

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<b>Placement and Monitoring of Students in Residential Placement</b>	
Following a decision to place a student in a residential setting, a MCBH RTC Case Manager shall be designated to facilitate the placement and monitoring of the student. The LEA and MCBH each have specific responsibilities for students in residential placement.	
LEAs	MCBH
A. N/A	A. Shall designate a MCBH RTC Case Manager to coordinate the student's residential placement plan upon notification to place the student in a residential placement.
B. N/A	B. The RTC Case Manager shall coordinate the residential placement plan as soon as possible after the decision has been made to place a student in residential treatment. The residential placement plan shall include provisions, as determined in the student's IEP, for the care, supervision, special education, and related services required by the student.
C. N/A	C. The MCBH RTC Case Manager shall, in consultation with the IEP team's administrative designee, identify and recommend a potential placement that addresses the student's educational and social/emotional/behavioral needs in a manner that is cost-effective subject to the requirements of federal and state special education laws, including the requirement that the placement be appropriate and in the least restrictive environment.
D. Before contracting with a nonpublic, nonsectarian school or agency outside of the state, the district, special education local plan area, or county office, the LEA shall document its efforts to utilize public schools or to locate an appropriate nonpublic nonsectarian school or agency program, or both within the state (EC § 56365(e)).  For purposes of this Agreement, placement in an in-state non-public school certified by the California Department of Education (CDE) shall be considered less restrictive than placement in an out-of-state CDE certified non-public school placement.	D. The residential placement shall be in a facility that is located within, or in the county adjacent to, the county of residence of the parents or caregivers of the student with a disability. When no nearby placement alternative that is able to implement the IEP can be identified, this determination shall be documented, and the MCBH case manager shall seek an appropriate placement to propose that is as close to the parents' home as possible.  For purposes of this Agreement, an in-state residential placement shall be considered less restrictive than placement in an out-of-state facility.
E. Residential placements may be made out	E. Residential placements out of California



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<b>Placement and Monitoring of Students in Residential Placement</b>	
<p>of California only when:</p> <ol style="list-style-type: none"> <li>1. No in-state facility can meet the student’s needs;</li> <li>2. The requirements of items C and D of this section have been met; and</li> <li>3. For educational purposes, the student shall receive services from a privately operated non-medical, non-detention school certified by the California Department of Education.</li> </ol>	<p>will be recommended only when:</p> <ol style="list-style-type: none"> <li>1. No in-state facility can meet the student’s needs; and</li> <li>2. The requirements of items C and D of this section have been met.</li> </ol>
<p>F. N/A</p>	<p>F. Shall notify the LEA that a potential placement has been identified and request an IEP meeting to finalize the placement in the proposed residential facility.</p>
<p>G. In collaboration with MCBH, shall schedule and convene an IEP team meeting to finalize the residential placement.</p> <ol style="list-style-type: none"> <li>1. During the IEP team meeting to finalize the residential placement, the IEP team shall document the student’s educational and social/emotional/behavioral treatment needs that support the need for residential placement and shall identify the special education and related services to be provided by the residential facility that cannot be provided in a less restrictive environment, and confirm with the NPS that the LEA is responsible for managing the student’s IEP and required assessments while the student remains in placement.</li> <li>2. Psychological services shall be individually identified on the IEP, rather than “bundled” under the umbrella term of “day treatment”.</li> <li>3. MCBH RTC Case Manager shall be added as a social work service on IEP 7 and/or IEP 8, as appropriate.</li> <li>4. Include in the IEP any transition activities determined to be necessary to assist the family with the student’s social and emotional transition from home to the residential placement and the subsequent return to the home to be reviewed by the IEP team.</li> </ol>	<p>G. Shall arrange for a MCBH Case Manager representative to attend the scheduled IEP team meeting.</p> <ol style="list-style-type: none"> <li>1. Shall participate with the IEP team in documenting the student’s social/emotional/behavioral needs and related psychological services to be provided by the residential facility.</li> <li>2. Shall participate in identifying required specific psychological services.</li> <li>3. Shall participate in specifying the frequency and duration of MCBH Case Manager social work services.</li> <li>4. Shall develop a recommended plan to assist the family with the student’s social and emotional transition from home to the residential placement and the subsequent return to the home to be reviewed by the IEP team.</li> </ol>

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<b>Placement and Monitoring of Students in Residential Placement</b>	
5. The LEA shall be responsible for transportation of the student to and from the residential placement and for family visits required in order for the student to make sufficient educational progress. The specifics of transportation and family visits shall be outlined in the notes section of the IEP.	
H. Shall develop a master contract and individual services agreement between the LEA and nonpublic, nonsectarian school or agency services (E.C. § 56366). The LEA shall be responsible for providing or arranging for the special education, related services, and other psychological services including room and board needed by the student.	H. N/A
I. Shall notify MCBH of completion of LEA financial contracts for residential placement.	I. N/A
J. N/A	J. Shall facilitate the enrollment of the student in the residential placement.
K. N/A	K. Shall notify the LEA that placement has been arranged. If the LEA does not have any students enrolled at the NPS at the time of placement, MCBH shall conduct an onsite visit prior to placement of the student.
L. N/A	L. Shall conduct at least one onsite monitoring visit on behalf of the LEA during each school year to the NPS at which the LEA has a student attending and with which it maintains a Master Contract. The onsite monitoring visiting shall include, but no limited to: <ol style="list-style-type: none"> <li>1. Meeting with the student</li> <li>2. Review of services provided to the student through the ISA between the LEA and the NPS.</li> <li>3. Review of progress the student is making towards the goals set forth in the student's IEP and Behavioral Intervention Plan (BIP), if applicable.</li> <li>4. Observation of the student during instruction time.</li> <li>5. Walkthrough of the facility</li> </ol>

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<b>Placement and Monitoring of Students in Residential Placement</b>	
	6. Interviews with teachers, therapists, residential facility staff, the case manager, and other relevant staff members.
M. N/A	M. Shall complete the “Local Educational Agency Onsite Visit” for Nonpublic School form following the monitoring visit and submit to the California Department of Education within 60 calendar days of the onsite visit and upload copies of the completed form to the student record in SIRAS and email copies to SELPA Executive Director and LEA Special Education Director.
N. Shall periodically report to the parent on the progress the student is making toward meeting annual goals pursuant to the frequency and method indicated in the IEP for the student (E.C. § 56345(a)(3)).	N. Shall notify the LEA and the parent if there is a discrepancy between the level of care, supervision, or the provision of psychological services and the requirements of the IEP.
O. When possible, the LEA progress reporting and MCBH face-to-face contacts will be combined and conducted collaboratively.	<p>O. Shall conduct a face-to-face contacts via Telehealth on a quarterly basis, or more frequently if determined necessary by the IEP team, with the student who is at the residential facility to monitor the level of care, supervision, provision of psychological services, overall progress, and assess continuing need for residential treatment.</p> <ol style="list-style-type: none"> <li>1. Shall provide notice to the LEA of the contact and invite LEA to participate.</li> <li>2. When possible, the LEA progress reporting and MCBH face-to-face contacts via Telehealth will be combined and conducted collaboratively.</li> <li>3. Monitoring activities shall include:               <ol style="list-style-type: none"> <li>a) Record review;</li> <li>b) Meeting with the student; and</li> <li>c) Review of overall progress.</li> </ol> </li> </ol>
P. Will convene and participate in an IEP team meeting to include representatives from MCBH <b>within six (6) months</b> of residential placement and <b>every six (6) months thereafter</b> as long as the student remains in residential placement.	P. Will attend the scheduled IEP team meeting.

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<b>Financial Responsibilities</b>	
<p>The following is an outline of the conditions and limitations for reimbursement to MCBH from SELPA for the provision of Psychological Services, including those related to residential placement described earlier in this Agreement. Special education instruction, designated instruction and services, related services, and residential placements are to be provided at no cost to the parent.</p>	
SELPA/LEAs	MCBH
A. SELPA shall reimburse MCBH for assessments and related services provided by MCBH as specified in the IEP and in the Memorandum of Understanding between SELPA and MCBH.	A. Submit invoices and back-up documentation for reimbursement of costs incurred in provision of assessments and related services to SELPA as specified in the Memorandum of Understanding between SELPA and MCBH.
B. The student's LEA of residence shall be financially responsible for special education, therapeutic and non-therapeutic related services while the student is in a residential placement pursuant to an IEP.	B. N/A
C. The student's LEA of residence shall provide transportation of a student to and from the location for receiving services provided by MCBH as specified in the IEP if services are provided at a site other than the student's school or home.	C. N/A
D. The student's LEA shall be financially responsible for transportation of the student to and from the residential placement and for family visits required in order for the student to make sufficient educational progress, as identified on the IEP.	D. N/A

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<b>Provision of Facilities and Support at LEA Sites</b>	
LEAs shall provide appropriate facilities and support for the provision of psychological services provided by MCBH at school.	
LEAs	MCBH
A. N/A	A. Shall, whenever possible and appropriate to the needs of the student, provide services at the student's school of attendance.
B. Shall collaborate with MCBH to establish a regular treatment schedule.	B. Shall collaborate with the LEA to establish a regular treatment schedule.
C. The LEA special education administrator shall make the site administrator where services will be provided, aware of the obligation to provide appropriate space.	C. N/A
D. The site administrator where services will be provided shall identify and reserve space for services scheduled to be delivered at the school site that: <ol style="list-style-type: none"> <li>1. Afford the student and clinician a private and confidential environment;</li> <li>2. Contain appropriate chairs and work surfaces;</li> <li>3. Meet health and safety requirements;</li> <li>4. Allow access to emergency support if needed; and</li> <li>5. Are of sufficient size to accommodate small groups when needed.</li> </ol>	D. N/A

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### Communication Hierarchy and Interagency Agreement Dispute Resolution

It is the intention of the SELPA, LEAs, and MCBH to maintain effective and open communication and to resolve any dispute arising from this Interagency Agreement at the lowest possible administrative level. Whenever a dispute arises between the parties to this Agreement, the dispute procedures shall not interfere with a student's right to receive FAPE.

SELPA/LEAs	MCBH
A. Appropriate staff members from LEAs operating TI classes shall participate in monthly meetings with MCBH staff and in quarterly meetings with appropriate staff members from other LEAs that have a substantial number of students receiving psychological services. Multiple small school districts may be included in the same quarterly meetings.	A. Appropriate staff members from MCBH shall participate in monthly meetings with staff members from LEAs operating TI classes and in quarterly meetings with staff members from other LEAs that have a substantial number of students receiving psychological services. Multiple small school districts may be included in the same quarterly meetings.
B. Communication between agencies about an issue or a dispute should occur in person or via telephone. Email contacts should be kept at a minimum and primarily for the purpose of scheduling a meeting or a telephone call. Email messages regarding specific students should never contain any personally identifiable student information.	B. Communication between agencies about an issue or a dispute should occur in person or via telephone. Email contacts should be kept at a minimum and primarily for the purpose of scheduling a meeting or a telephone call. Email messages regarding specific students should never contain any personally identifiable student information.
C. If an issue develops that has not yet risen to the level of a dispute between the school site staff and the MCBH therapist, the following communication hierarchy shall be followed: <ol style="list-style-type: none"> <li>1. The involved LEA staff member shall discuss the concern directly with the involved MCBH therapist.</li> <li>2. If unresolved, the LEA staff member's designated special education administrator shall discuss the concern with the MCBH therapist's supervisor.</li> </ol>	C. If an issue develops that has not yet risen to the level of a dispute between the school site staff and the MCBH therapist, the following communication hierarchy shall be followed: <ol style="list-style-type: none"> <li>1. The involved MCBH therapist shall discuss the concern directly with the involved LEA staff member.</li> <li>2. If unresolved, the MCBH therapist's supervisor shall discuss the concern with the LEA staff member's designated special education administrator.</li> </ol>
D. If the steps above are not successful in resolving an issue causing it to become a dispute or a dispute of another nature arises, the following will occur: <ol style="list-style-type: none"> <li>1. The LEA special education administrator shall, in a timely manner, contact the MCBH Services Manager to communicate and seek resolution to any dispute arising from the Interagency Agreement.</li> <li>2. If unresolved, the dissatisfied party</li> </ol>	D. If the steps above are not successful in resolving an issue causing it to become a dispute or a dispute of another nature arises, the following will occur: <ol style="list-style-type: none"> <li>1. The MCBH Services Manager shall, in a timely manner, contact the appropriate LEA special education administrator to communicate and seek resolution to any dispute arising from the Interagency Agreement.</li> <li>2. If unresolved, the dissatisfied party</li> </ol>

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<b>Communication Hierarchy and Interagency Agreement Dispute Resolution</b>	
<p>shall develop a written request for dispute resolution to include a description of the concerns to be addressed, with sufficient specificity to permit the receiving party to clearly comprehend the disagreement and to formulate a response to the disagreement. This request shall be submitted to the SELPA Executive Director and Deputy Director of Children’s Behavioral Health.</p> <p>3. The SELPA Executive Director and the Deputy Director of Children’s Behavioral Health shall meet within thirty (30) calendar days to further attempt resolution of the issue.</p> <p>4. If resolution cannot be reached within sixty (60) calendar days, the SELPA Executive Director and the Deputy Director of Children’s Behavioral Health shall collaboratively select a neutral mediator to support negotiation of a resolution.</p>	<p>shall develop a written request for dispute resolution to include a description of the concerns to be addressed, with sufficient specificity to permit the receiving party to clearly comprehend the disagreement and to formulate a response to the disagreement. This request shall be submitted to the SELPA Executive Director and the Deputy Director of Children’s Behavioral Health.</p> <p>3. The SELPA Executive Director and the Deputy Director of Children’s Behavioral Health shall meet within thirty (30) calendar days to further attempt resolution of the issue.</p> <p>4. If resolution cannot be reached within sixty (60) calendar days, the SELPA Executive Director and the Deputy Director of Children’s Behavioral Health shall collaboratively select a neutral mediator to support negotiation of a resolution.</p>
<p>E. If the dispute involves an alleged failure to provide psychological services and a LEA has been providing those services prior to the dispute, the LEA shall continue to provide the services until the dispute resolution proceedings are complete.</p>	<p>E. If the dispute involves an alleged failure to provide psychological services and MCBH has been providing those services prior to the dispute, MCBH shall continue to provide the services until the dispute resolution proceedings are complete.</p>
<p>F. If the dispute involves an alleged failure to provide psychological services and no agency has been providing those services prior to the dispute, the LEA shall provide the services until the dispute resolution proceedings are complete.</p>	<p>F. N/A</p>
<p>G. Arrangements other than those specified in items B and C above may be made by written agreement between the parties to this Agreement, provided that the student’s IEP is not altered, except as to which agency will provide the service specified in the IEP.</p>	<p>G. Arrangements other than those specified in items B and C above may be made by written agreement between the parties to this Agreement, provided that the student’s IEP is not altered, except as to which agency will provide the service specified in the IEP.</p>
<p>H. Once the dispute resolution procedures have been completed, shall work collaboratively with MCBH to implement the agreed upon resolution.</p>	<p>H. Once the dispute resolution procedures have been completed, shall work collaboratively with SELPA/LEA to implement the agreed upon resolution.</p>

Interagency Agreement Between The Monterey County Special Education Local Plan Area and  
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<b>Training and Technical Assistance</b>	
It is the intent of the SELPA, LEAs, and MCBH to provide on-going technical assistance to each agency respective to provision of special education and related services in the area of social/emotional/behavioral needs.	
SELPA/LEAs	MCBH
A. The SELPA shall designate the personnel responsible for coordinating training opportunities with MCBH.	A. MCBH shall designate personnel responsible for coordinating training opportunities with public schools within the SELPA.
B. The designated SELPA personnel shall notify the designated MCBH personnel of training opportunities appropriate for special education and due process.	B. The designated MCBH personnel shall notify the designated SELPA personnel of training opportunities appropriate for special education and due process.
C. Shall participate with designated MCBH staff to collaboratively plan mutual staff development activities. At a minimum, these activities will include an annual training for SELPA/LEA and MCBH staff on the procedures outlined in this Agreement.	C. Shall participate with designated SELPA/LEA staff to collaboratively plan mutual staff development activities. At a minimum, these activities will include an annual training for SELPA, LEA, and MCBH staff on the procedures outlined in this Agreement.
D. Appropriate SELPA/LEA personnel shall participate in staff development opportunities outlined in items B and C above, as appropriate.	D. Appropriate MCBH personnel shall participate in staff development opportunities outlined in items B and C above, as appropriate.



Interagency Agreement Between The Monterey County Special Education Local Plan Area and The Monterey County Health Department, Behavioral Health Bureau for 2023-24

Terms of Agreement

This Agreement will become effective upon the signature of the authorized representative of both parties. The Agreement shall remain in effect for one (1) year. This provision does not preclude the parties from revising the Interagency Agreement at any time they determine a revision is necessary. Any revision to the Agreement will be made in writing and with the agreement of both parties.

COUNTY OF MONTEREY:

MONTEREY COUNTY SPECIAL EDUCATION LOCAL PLAN AREA:

DocuSigned by:
Elsa M Jimenez
Director of Health

DocuSigned by:
Kenyon Hopkins
Executive Director

Date: 6/30/2023 | 11:27 AM PDT

6/2/2023 | 5:26 PM PDT
Date:

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Shane Eben Strong
Office of County Counsel
6/7/2023 | 6:54 PM PDT
Date:

DocuSigned by:
Dr. Ralph G. Porras
Executive Committee Chair
6/2/2023 | 9:45 AM PDT
Date:

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:
Jennifer Forsyth
Auditor/Controller's Office
6/8/2023 | 8:49 AM PDT
Date:

DocuSigned by:
Colleen Stanley Ed.D. Chief Business Official
6/2/2023 | 2:50 PM PDT
Date:

Interagency Agreement Between The Monterey County Special Education Local Plan Area and The Monterey County Health Department, Behavioral Health Bureau for 2023-24

Appendix A – Referral Form



Monterey County Special Education Local Plan Area
Referral for Monterey County Behavioral Health Services, Page 1 of 1

Date: \_\_\_\_\_

STUDENT INFORMATION

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_
[ ] Parent phone confirmed as working [ ] Address confirmed as current SSID #: \_\_\_\_\_ School: \_\_\_\_\_

REASON FOR REFERRAL

Briefly describe behaviors that clearly explain the areas of concern/impairment in social emotional functioning:

[Empty text box for describing behaviors]

Briefly describe less restrictive intervention(s) that have been attempted and student response to those intervention(s):

[Empty text box for describing interventions]

What are the desired outcomes of this referral and are there any known barriers to care?

[Empty text box for desired outcomes]

- [ ] Student is not yet eligible and the MCBH assessment will be concurrent with the initial assessment
[ ] Student is currently enrolled in a Therapeutic Intervention Program (TIP)\*
[ ] Student is currently receiving MCBH services through the General Education Program\*

\* An IEP meeting notice should indicate a meeting date within 30 days

ATTACHED DOCUMENTS

The following documents are attached in SIRAS:

- [ ] Notice of Referral for Reassessment and Proposed Action (NC 2B)\*
[ ] Assessment Plan (NC 3)\*
[ ] Notice of IEP Team Meeting (NC 6)
[ ] Parent Consent to Release/Exchange Information (NC 9), as needed and required by law

\* If this is a TIP referral and the student is currently receiving services for social/emotional needs through the MCBH, a Notice of Referral and Proposed Action (NC 2) and Assessment Plan (NC 3) may not be required. If an assessment to determine social/emotional needs has not been recently conducted, a behavioral health assessment will be required.

LEA CONTACT INFORMATION

IEP Case Carrier : \_\_\_\_\_ Phone: \_\_\_\_\_
Email Address: \_\_\_\_\_

School Psychologist: \_\_\_\_\_ Phone: \_\_\_\_\_
Email Address: \_\_\_\_\_

SPED Administrator Signature (Documenting Review of Referral and Related Documents): \_\_\_\_\_

RE 7 (2/17)

Interagency Agreement Between The Monterey County Special Education Local Plan Area and  
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## Appendix B – Relevant IEP Forms

*Note: The SELPA is in the process of transitioning to a new web-based IEP system that may involve revision to some forms included in this index.*

Interagency Agreement Between The Monterey County Special Education Local Plan Area and The Monterey County Health Department, Behavioral Health Bureau for 2023-24



Monterey County Special Education Local Plan Area
Notice of Referral for Special Education and Proposed Action

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

PARENT NOTICE

Your child has been referred for an assessment to determine initial eligibility for special education and current educational needs.

To decide upon the appropriate action, the following procedures were used:

Review of student records (specify):

[Empty box for specifying student records review]

Review of assessments and/or assessment reports (specify):

[Empty box for specifying assessments and reports]

- Observation of your child's progress in his or her current placement
Teacher/Specialist input about your child's educational needs
Parent input
Other:

Based upon the information gathered as indicated above, the following action is proposed:

- Conduct the requested assessment (Assessment Plan attached)
Deny the request for assessment (Explanation of Denied Request for Assessment attached)

PARENT RESPONSE

Please check one of the following boxes:

- I agree with the proposed action.
I do not agree with the proposed action and request reconsideration.

Signature of Parent/Adult Student: \_\_\_\_\_ Date: \_\_\_\_\_

Return To: \_\_\_\_\_ Title: \_\_\_\_\_

Location: \_\_\_\_\_ Phone: \_\_\_\_\_

A copy of the Notice of Procedural Safeguards is enclosed.

NC 2A (8/13)

Interagency Agreement Between The Monterey County Special Education Local Plan Area and The Monterey County Health Department, Behavioral Health Bureau for 2023-24



Monterey County Special Education Local Plan Area
Notice of Referral for Reassessment and Proposed Action

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

PARENT NOTICE

Your child has been referred for an assessment to determine:

- Current educational needs/possible need for revision of the IEP
Continuing eligibility for special education and current educational needs

To decide upon the appropriate action, the following procedures were used:

- Review of student records (specify):

[Empty box for specifying student records review]

- Review of assessments and/or assessment reports (specify):

[Empty box for specifying assessment reviews]

- Observation of your child's progress in his or her current placement
Teacher/Specialist input about your child's educational needs
Parent input
Other:

Proposed Action (Select one action from A or B, below):

- A. Additional Assessment to Determine Current Educational Needs
B. Assessment to Determine Continuing Eligibility and Current Educational Needs

PARENT RESPONSE

Please check one of the following three boxes:

- I agree with the proposed action.
I do not agree with the proposed action as identified in item A, and request reconsideration.
I do not agree with the proposed action as identified in item B, and request additional assessment data.

Signature of Parent/Adult Student: \_\_\_\_\_ Date: \_\_\_\_\_

Return To: \_\_\_\_\_ Title: \_\_\_\_\_

Location: \_\_\_\_\_ Phone: \_\_\_\_\_

- A copy of the Notice of Procedural Safeguards is enclosed.

NC 2B (8/13)

**Interagency Agreement Between The Monterey County Special Education Local Plan Area and  
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**Monterey County Special Education Local Plan Area  
Notice of IEP Team Meeting**

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

**PARENT NOTICE**

An Individualized Education Program (IEP) team meeting has been scheduled for your child. You are requested, as a participating member of this team, to attend the meeting. Your participation is important in the development of an appropriate educational program for your child. Your child is invited to attend all or part of the meeting if it is appropriate and we strongly encourage your child's attendance if transition planning and services will be discussed. If your child is 18 years of age or older, he/she is required to participate. You may bring someone with you or you may designate another person to be your representative if you are unable to attend. The meeting is scheduled for:

Date \_\_\_\_\_ Time \_\_\_\_\_ Place \_\_\_\_\_

At the meeting, the following areas will be discussed:

- |                                                             |                                                               |
|-------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Assessment Results                 | <input type="checkbox"/> Possible change in placement due to: |
| <input type="checkbox"/> Eligibility for special education  | <input type="checkbox"/> Need for less restrictive placement  |
| <input type="checkbox"/> Development or revision of the IEP | <input type="checkbox"/> Need for more restrictive placement  |
| <input type="checkbox"/> Review of student progress         | <input type="checkbox"/> Possible disciplinary action         |
| <input type="checkbox"/> Transition Planning and Services*  | <input type="checkbox"/> Other: _____                         |
| <input type="checkbox"/> Behavioral Emergency               | <input type="checkbox"/> Other: _____                         |

\* With parent consent, appropriate agency representatives will be invited to attend

We anticipate that the following IEP team members will be in attendance:

Title	Name	Title	Name
LEA Representative			
General Education Teacher			

**PARENT RESPONSE**

- I have received a copy of the *Notice of Procedural Safeguards*.
- I plan to attend the meeting.
- I do not plan to attend the meeting, but am available by teleconference.
- I request a different time/and or place; please contact me at: \_\_\_\_\_
- I request an interpreter in my primary language or other mode of communication: \_\_\_\_\_
- I do not plan to attend the meeting but give consent for the meeting to be held without me; I understand that the IEP and related documents from this meeting will be provided to me for my signature and I agree to return them in a timely manner.
- I do not plan to attend the meeting but will send \_\_\_\_\_ to represent me; I understand that the IEP and related documents from this meeting will be provided to me for my signature and I agree to return them in a timely manner.
- If transition planning and services will be discussed, I consent to appropriate agency representatives being invited.

Signature of Parent/Adult Student: \_\_\_\_\_ Date: \_\_\_\_\_

Return To: \_\_\_\_\_ Title: \_\_\_\_\_

Location: \_\_\_\_\_ Phone: \_\_\_\_\_

NC 6A (9/13)

Interagency Agreement Between The Monterey County Special Education Local Plan Area and The Monterey County Health Department, Behavioral Health Bureau for 2023-24



Monterey County Special Education Local Plan Area
Parent Consent to Release/Exchange Information

Date: \_\_\_\_\_

To the parents of: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

This consent authorizes information relevant to your child's education to go to, from and between the representatives of the \_\_\_\_\_ (public school agency) and representatives of the agency and/or the individual listed below. This information will be used to assist in assessing your child's educational/health needs related to the development of an appropriate educational program.

Agency or Individual: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Contact (if agency): \_\_\_\_\_

The following information may be exchanged:

- Assessments conducted by district or county office of education teachers/specialists
Individualized education program (IEP) and related documents/information
Observations of student by district or county office of education teachers/specialists
Educational records (e.g., grades, attendance, discipline)
School health and developmental records (e.g., immunizations, school health care plans)
Medical records (specify below) from \_\_\_\_\_ to \_\_\_\_\_

Empty rectangular box for specifying medical records.

- Hearing and/or vision reports
Assessments from other agencies (e.g., Department of Mental Health, private psychological and educational assessments)
Other: \_\_\_\_\_

This authorization shall become effective immediately and shall remain in effect for three (3) years from the date of parent consent unless revoked by the parent prior to expiration of the three-year period. Requested records will become a part of the student's confidential special education and/or cumulative file. Access to these files is provided only to those individuals or agencies required or permitted by law or when provided with written parental consent.

PARENT CONSENT

I consent to the exchange of information between the agency or individual listed above and the identified public education agency. I understand that I may cancel all or any part of this consent by written notification at any time.

Signature of Parent/ Adult Student: \_\_\_\_\_ Date: \_\_\_\_\_

SEND REPORTS TO

Agency: \_\_\_\_\_ Department: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Attention: \_\_\_\_\_ Fax: \_\_\_\_\_ Phone: \_\_\_\_\_

NC 9 (9/13)

Interagency Agreement Between The Monterey County Special Education Local Plan Area and The Monterey County Health Department, Behavioral Health Bureau for 2023-24



Monterey County Special Education Local Plan Area
IEP – Demographic Data

Date: \_\_\_\_\_

STUDENT INFORMATION

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_
Grade: \_\_\_\_\_ SSID Number: \_\_\_\_\_ Student Identification Number: \_\_\_\_\_ Gender: \_\_\_\_\_
Migrant Program Eligibility: [ ] Yes [ ] No English Proficiency: [ ] EO [ ] EL [ ] IFEP [ ] RFEP
Home Language: \_\_\_\_\_ Hispanic/Latino: [ ] Yes [ ] No [ ] Decline to State
Race 1: \_\_\_\_\_ Race 2: \_\_\_\_\_ Race 3: \_\_\_\_\_
LEA of Residence: \_\_\_\_\_ LEA of Service: \_\_\_\_\_
School of Residence\*: \_\_\_\_\_ School of Attendance\*: \_\_\_\_\_
\*If Different, Give Reason: \_\_\_\_\_ School Type: \_\_\_\_\_
Setting (ages 3-5): \_\_\_\_\_ Setting (ages 6-22): \_\_\_\_\_
Residence: \_\_\_\_\_ Specify Residence Name (if applicable): \_\_\_\_\_
Parent/Guardian: \_\_\_\_\_ Email Address: \_\_\_\_\_
Street Address/P.O. Box: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_
Parent/Guardian: \_\_\_\_\_ Email Address: \_\_\_\_\_
Street Address/P.O. Box: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_
Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_
Other Contact: \_\_\_\_\_ Email Address: \_\_\_\_\_
Street Address/P.O. Box: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_
Main Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_
Educational Rights: [ ] Parent/Guardian [ ] Educational Representative [ ] Surrogate Parent [ ] Adult Student
Ed. Rep./Surrogate (if applicable): \_\_\_\_\_ Email Address: \_\_\_\_\_
Street Address/P.O. Box: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_
Main Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

MEETING/CASE MANAGER INFORMATION

Meeting Type: [ ] Initial [ ] Annual [ ] Reassessment [ ] Other: \_\_\_\_\_
Initial Referral Date: \_\_\_\_\_ Referred By: \_\_\_\_\_
Date of Parent Consent for Initial Assessment: \_\_\_\_\_ Initial Assessment IEP Date: \_\_\_\_\_
Initial Special Education Entry Date: \_\_\_\_\_ Current Complete IEP Date: \_\_\_\_\_
Most Recent Assessment IEP Date: \_\_\_\_\_ Next Assessment Due: \_\_\_\_\_
Supplemental IEP Review (if prior to annual) Due: \_\_\_\_\_ Next Annual IEP Review Due: \_\_\_\_\_
Case Manager: \_\_\_\_\_ Position: \_\_\_\_\_
Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

SPECIAL FACTORS (check the appropriate box for each item)

Yes No
[ ] [ ] This is an initial placement and student received coordinated general education early intervening services using Federal IDEA funds in one or both of the preceding two years.
[ ] [ ] Student exhibits behavior that requires a behavior intervention plan.
[ ] [ ] Student is transitioning from special class or NPS to general education class on public campus.
[ ] [ ] Student is transitioning from preschool to elementary school and may require a less intensive program.
[ ] [ ] Student is being considered for possible change in placement due to disciplinary action (more than 10 days of suspension or possible expulsion).
[ ] [ ] Student has been identified as at risk for grade retention and final recommendation is being considered.



Interagency Agreement Between The Monterey County Special Education Local Plan Area and The Monterey County Health Department, Behavioral Health Bureau for 2023-24



Monterey County Special Education Local Plan Area

IEP – Eligibility

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

ELIGIBILITY

- Student is eligible for special education and related services in the area(s) identified below.
Primary Disability: \_\_\_\_\_ Secondary Disability: \_\_\_\_\_
Student is eligible for low incidence funding (visual impairment, deaf/hard-of-hearing, or severe orthopedic impairment).
Student is not eligible for special education and related services (explain on IEP Notes/Additional Information page).
Student will be exiting special education and related services effective: \_\_\_\_\_
This exit is due to: \_\_\_\_\_

EFFECT OF DISABILITY AND AREAS OF NEED (complete for eligible students only)

This student's disability causes difficulty developing skills in the areas checked below which might affect his or her ability to participate and progress in the general curriculum or (for preschoolers) participate in appropriate activities:

- Reading - Decoding / Fluency, Reading - Comprehension, Math - Calculation, Math - Applications, Written Language, Readiness - English Language Arts, Readiness - Math, Receptive Language, Expressive Language, Articulation/Voice/Fluency, Study/Organization Skills, Social/Behavioral/Emotional Skills, Attention, Vocational Skills, Recreation/Leisure, Self-Care, Mobility, Other: \_\_\_\_\_

STUDENT STRENGTHS, PREFERENCES, AND INTERESTS

Empty box for student strengths, preferences, and interests.

PARENT CONCERNS RELEVANT TO EDUCATIONAL PROGRESS

Empty box for parent concerns relevant to educational progress.

Interagency Agreement Between The Monterey County Special Education Local Plan Area and The Monterey County Health Department, Behavioral Health Bureau for 2023-24



Monterey County Special Education Local Plan Area

IEP – Present Levels and Goals

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

PRESENT LEVELS OF ACADEMIC ACHIEVEMENT & FUNCTIONAL PERFORMANCE /ANNUAL GOALS

Area 1: \_\_\_\_\_ Skill (Optional) \_\_\_\_\_

Present Level:

Annual Goal:

Baseline:

Curriculum Standard: \_\_\_\_\_ Implemented by: \_\_\_\_\_

- Goal is related to enabling the student to participate in general education curriculum.
Goal is related to meeting other educational needs resulting from the student's disability.
Goal supports the student's post-secondary goals/expectations.
Goal supports one or more ELD standards as identified under "Curriculum Standard".

Area 2: \_\_\_\_\_ Skill (Optional) \_\_\_\_\_

Present Level:

Annual Goal:

Baseline:

Curriculum Standard: \_\_\_\_\_ Implemented by: \_\_\_\_\_

- Goal is related to enabling the student to participate in general education curriculum.
Goal is related to meeting other educational needs resulting from the student's disability.
Goal supports the student's post-secondary goals/expectations.
Goal supports one or more ELD standards as identified under "Curriculum Standard".

PROGRESS REPORT METHOD AND FREQUENCY

Report Provided: [ ] With Grade Reports [ ] At Conferences [ ] Other: \_\_\_\_\_ Frequency: \_\_\_\_\_

**Interagency Agreement Between The Monterey County Special Education Local Plan Area and  
The Monterey County Health Department, Behavioral Health Bureau for 2023-24**



**Monterey County Special Education Local Plan Area  
IEP – Special Education and Related Services**

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

**SPECIAL EDUCATION AND RELATED SERVICE OPTIONS CONSIDERED**

The following service options were considered:

- |                                                                      |                                            |
|----------------------------------------------------------------------|--------------------------------------------|
| <input type="checkbox"/> General Education Class                     | <input type="checkbox"/> Home and Hospital |
| <input type="checkbox"/> Resource Specialist/Learning Center Support | <input type="checkbox"/> Nonpublic School  |
| <input type="checkbox"/> District Special Education Class            | <input type="checkbox"/> Related Services  |
| <input type="checkbox"/> Regional Special Education Class            | <input type="checkbox"/> Other: _____      |
| <input type="checkbox"/> State School                                | <input type="checkbox"/> Other: _____      |

**SPECIAL EDUCATION AND RELATED SERVICES OFFERED**

Primary Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration:	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration:	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration:	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration:	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration:	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration:	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration:	Start Date:	End Date:
Service:	Provider:	Responsible Staff:	Location:	
Delivery Model:	Frequency:	Duration:	Start Date:	End Date:

**Interagency Agreement Between The Monterey County Special Education Local Plan Area and  
The Monterey County Health Department, Behavioral Health Bureau for 2023-24**



**Monterey County Special Education Local Plan Area  
IEP – Supplementary Aids, Services, Extended School Year**

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

**SUPPORTS FOR SCHOOL PERSONNEL**

Supports for school personnel are required for this student.  No  Yes (specify below)

Description:		Provider:	Responsible Staff:	
Location:	Frequency:	Duration:	Start Date:	End Date:
Description:		Provider:	Responsible Staff:	
Location:	Frequency:	Duration:	Start Date:	End Date:
Description:		Provider:	Responsible Staff:	
Location:	Frequency:	Duration:	Start Date:	End Date:

**TRANSPORTATION**

Special Education Transportation:  No  Yes (Check Reason Below)  
 Required in order to access appropriate program  Severe or orthopedic disability  
 Other: \_\_\_\_\_  
 Provided By: \_\_\_\_\_ Responsible Agency: \_\_\_\_\_

**PHYSICAL EDUCATION**

Physical Education:  Regular  Modified  Adapted (list on IEP 7)  Requirement met or legally waived by LEA

**EXTENDED SCHOOL YEAR (ESY)**

Without ESY, would the nature and/or severity of this student’s disability (or interfering behaviors):  
 Yes  No Prohibit benefit from his or her educational program during the subsequent year?  
 Yes  No Cause regression in critical skills and/or difficulty in recovering those skills within a reasonable period of time?  
 Yes  No Based upon the above information, ESY services are required (if yes, complete remainder of page).

Primary Service for ESY:	Provider:	Responsible Staff:	Primary Location:
Delivery Model:	Frequency:	Duration:	Dates: LEAs ESY calendar unless otherwise stated below

Specify any ESY service (other than the primary service) that will differ from what is outlined in the IEP for the regular academic year, (e.g., related services, frequency/duration of related services, time in general education, transportation, type of physical education, any other aid or support) **and/or** ESY dates that differ from the approved LEA ESY calendar:

Interagency Agreement Between The Monterey County Special Education Local Plan Area and The Monterey County Health Department, Behavioral Health Bureau for 2023-24



Monterey County Special Education Local Plan Area

IEP – Consent and Signatures

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

PARENT ACKNOWLEDGEMENTS AND REQUESTS

Check all of the following boxes that apply:

- 1. I have received a copy the Notice of Procedural Safeguards.
2. I attended and participated in the IEP team meeting.
3. I received notice of the IEP team meeting but did not attend.
If parent did not attend, specify the methods and dates of contact to encourage the parent to attend.
a. Method/Date: c. Method/Date:
b. Method/Date: d. Method/Date:
4. I request a copy of this IEP in my primary language/other mode of communication:
5. I have received a copy of the assessment report(s) reviewed in developing this IEP.
6. Yes No The school district facilitated parent involvement as a means of improving services & results for my child.

PARENT CONSENTS

Check one of the following two boxes:

- 1. I agree with the determination of my child's eligibility or ineligibility for special education.
2. I do not agree with the determination of my child's eligibility or ineligibility for special education.

If your child is eligible for special education, check one of the following three boxes:

- 1. I understand and consent to the contents of this IEP.
2. I understand and consent to the contents of this IEP except for:
3. I do not consent to the contents of this IEP.

If your child is eligible for special education, check the box below, if applicable

- I have received a copy of "Consent to Bill Medi-Cal and Release Information".

I understand that services will not be made-up when my child is absent or when a normally scheduled session falls on a non-student day unless otherwise agreed upon and that services will not be provided during school holidays and breaks except for those provided during extended school year.

Signature of Parent/Adult Student: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Adult Student: \_\_\_\_\_ Date: \_\_\_\_\_

IEP TEAM MEETING PARTICIPANTS

The following people participated in the IEP team meeting. If the student has been determined eligible under the category of specific learning disability, each participant agrees that the eligibility finding reflects his or her own conclusion unless a "D" is placed next to his or her signature, indicating a dissenting opinion. Any IEP team member placing a "D" by his or her signature must attach a statement specifying the team member's differing conclusion.

Table with 3 columns: Signature, Position, Date. Multiple rows for participant information.

Interagency Agreement Between The Monterey County Special Education Local Plan Area and  
The Monterey County Health Department, Behavioral Health Bureau for 2023-24



Monterey County Special Education Local Plan Area  
IEP – Notes/Additional Information

Student: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Date: \_\_\_\_\_

[Large empty rectangular box for IEP notes and additional information.]

**EXHIBIT B:  
BILLING STRUCTURE AND PAYMENT RATES**

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**I. SERVICES**

All Mental Health Services offered by MCBH:

<b>CALPADS</b>	<b>MCBH</b>
<p><b>Service: Individual Counseling</b> Code: 510</p> <p>Service Description: One-to-one counseling provided pursuant to an IEP by a qualified individual. Counseling may focus on topics such as educational, career, personal, anger control, gang awareness and prevention, and substance abuse prevention. Counseling/therapy techniques may include but are not limited to Cognitive Behavior Therapy, Rational Emotive Therapy, Aggression Replacement Therapy, Teaching Pro-Social Skills, Systematic Desensitization, and Sand Tray Therapy.</p>	<p><b>Service: Individual Therapy</b> Code: 342/272/345/772 SFC: 10-70</p>
<p><b>Service: Counseling and Guidance</b> Code: 515</p> <p>Service Description: Counseling in a group setting provided pursuant to an IEP by a qualified individual. Group counseling may focus on topics such as educational, career, personal, social skills, anger control, gang awareness and prevention, substance abuse prevention. Counseling/therapy techniques may include but are not limited to Cognitive Behavior Therapy, Rational Emotive Therapy, Aggression Replacement Therapy, Teaching Pro-Social Skills, Systematic Desensitization, and Sand Tray Therapy.</p>	<p><b>Service: Group Therapy</b> Code: 352, 354, 356 SFC: 10-59</p>
<p><b>Service: Parent Counseling</b> Code: 520</p> <p>Service Description: Individual or group counseling provided pursuant to an IEP by a qualified individual to assist the parent(s) of special education students in better understanding and meeting their child's needs; may include parenting skills or other pertinent issues. Counseling/therapy techniques typically involve Cognitive Behavior Therapy but may also include other techniques.</p>	<p><b>Service: Parent Counseling</b> Code: 313/222/357265 SFC: 10-59</p>
<p><b>Service: Psychological Services</b> Code: 530</p> <p>Service Description: These services provided pursuant to an IEP by a credentialed or licensed psychologist include interpreting assessment results to parents and staff in implementing the IEP; obtaining and interpreting information about child behavior and conditions related to learning; planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP.</p>	<p><b>Service: Collateral</b> Code: 312/315/358265 SFC: 10-59</p>

<p><b>Service: Assessment</b> Code: N/A SFC: 10-59 Service Description: Individual diagnostic assessment in the area of social and emotional development as specified in the student's assessment plan.</p>	<p><b>Service: Assessment</b> Code: 332/392</p>
<p><b>Service: Social Work Services</b> Code: 525 SFC: 01-59 Service Description: Home Alternative to Residential Treatment (HART) social work services provided pursuant to an IEP by a qualified individual, include, but are not limited to, providing one-on-one therapeutic behavioral intervention and support; working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school; and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. These services are typically provided when an IEP team has determined that a student is at imminent risk of requiring a residential placement and intense mental health support is being attempted in order to reduce the risk.</p>	<p><b>Service: Case Management/Brokerage</b> Code: 302/202/222/305/382</p>
<p><b>Service: Medication Support</b> Code: SFC: 60 Service Description: Medication Support Services are provided by medical staff and supports beneficiaries in taking an active role in making choices about their mental health psychiatric care. This service may include providing detailed information about how medications works; different types of medications available and why they are used; anticipated outcomes of taking a medication; the importance of continuing to take a medication even if the symptoms improve or disappear (as determined clinically appropriate); how the use of the medication may improve the effectiveness of other services a client is receiving (e.g., group or individual therapy); possible side effects of medications and how to manage them; information about medication interactions or possible complications related to using medications with alcohol or other medications or substances; and impact of choosing to not take medications.</p>	<p><b>Service: Medication Support</b> Code: 362</p>

## II. BILLING STRUCTURE / PAYMENT RATE

MCBH shall submit to SELPA a monthly invoice in accordance with the following billing structure and payment rate.

### A. Mental Health Services

MCBH shall invoice to SELPA one-twelfth (1/12th) of the Total Annual Amount. The Total Annual Amount is the estimated non-Federal Financial Participation (FFP) portion of the costs for the provision of services, referenced in section I, rendered to students during the term of the MOU, since MCBH is reimbursed FFP directly by the Department of Health Care Services. Each monthly invoice will be submitted within thirty (30) days following the month of service.



SELPA shall pay to MCBH the non Medi-Cal reimbursable portion amount of the total costs to provide mental health services up to each School District's Total Annual Amount. The Total Annual Amounts per district are estimates based on the prior year's level of service in combination with average percentage of Medi-Cal recipients served through an IEP. The Total Annual Amount is subject to change if the demand for services increases, or the average percentage of Medi-Cal beneficiaries served changes, or both. Mental Health Services shall be paid in arrears, not to exceed the total maximum amount of **\$4,179,595.00**.

<b>School District</b>	<b>Total Annual Amount</b>
Alisal Union School District	\$285,550.00
Big Sur Unified School District*	\$1,361.00
Chualar Union School District	\$13,841.00
Gonzales Unified School District	\$136,013.00
Greenfield Union School District	\$196,118.00
King City Union School District	\$129,749.00
Lagunita School District	\$11,863.00
Monterey County Office of Education (MCOE) - MCOE Alternative Education	\$70,254.00
MCOE Home Charter	\$28,472.00
MCOE TIP	\$254,302.00
Mission Union School District	\$14,829.00
Monterey Peninsula Unified School District	\$694,359.00
North Monterey County Unified School District	\$223,202.00
Pacific Grove Unified School District	\$257,706.00
Salinas City Elementary School District	\$352,607.00
Salinas Union High School District	\$933,238.00
San Antonio Union School District	\$15,817.00
San Ardo Union School District	\$14,829.00
San Lucas Union School District	\$23,727.00
Santa Rita Union School District	\$127,685.00
Soledad Unified School District	\$368,830.00
Spreckels Union School District	\$7,711.00
Washington Union School District	\$17,532.00
<b>Grand Total FY 24</b>	<b>\$4,179,595.00</b>

#### **B. Home Alternative to Residential Treatment (HART)**

MCBH shall submit to SELPA a monthly invoice for the total cost of HART subcontracted services rendered during the term of the MOU. Each monthly invoice will be based on actual costs and estimated revenue and will be submitted within their (30) days following the month of service.

SELPA shall pay to MCBH the full cost of the provision of HART subcontracted services. The total cost for HART is based on each subcontractor's rates and unit of services, which varies by subcontractor. HART services shall be paid in arrears according to the terms of the Agreement between the facility and MCBH, not to exceed the total maximum amount of **\$339,431.43**.

**C. Residential Monitoring**

MCBH shall submit to SELPA a monthly invoice for the total cost of Residential Monitoring rendered during the term of the MOU. MCBH shall invoice SELPA only for the non Medi-Cal portion of the costs for direct Mental Health Services provided to youth while conducting Residential Monitoring, and the full travel costs. Each monthly invoice will be based on travel rates set forth in the County of Monterey Travel and Business Expense Reimbursement Policy which are in accordance with the IRS guidelines, the prevailing County Interim Rates (CIRs) billed to Medi-Cal less the estimated Federal Financial Participation for direct Mental Health Services and will be submitted within thirty (30) days following the month of service.

SELPA shall pay to MCBH the non Medi-Cal reimbursable portion amount of the total costs to provide mental health services while conducting Residential Monitoring, and the full travel costs. The Total Annual Amount is estimated based on the prior year's number of youths in placement. The Total Annual Amount is subject to change if the demand for services increases. Residential Monitoring shall be paid in arrears, not to exceed the total maximum amount of **\$32,300.00**.

**D. Residential Searching and Securing**

MCBH shall submit to SELPA a monthly invoice for the cost of Residential Searching and Securing rendered during the term of the MOU. The rate of service per client served is \$1,140.70. Each invoice shall be based on number of clients served multiplied by the rate of service and will be submitted within their (30) days following the month of service.

SELPA shall pay to MCBH the total costs to provide Residential Searching and Securing services. The Total Annual Amount is estimated based on 15 clients per FY. The Total Annual Amount is subject to change if the demand for services increases. Residential Searching and Securing shall be paid in arrears, not to exceed the total maximum amount of **\$17,110.50**.

**III. MAXIMUM ANNUAL LIABILITY**

Subject to the limitations set forth herein, SELPA shall pay to MCBH during the term of this Agreement a maximum amount of **\$4,568,437.00** for services rendered under this Agreement.

<b>Services</b>	<b>Estimated Amount</b>
Mental Health Services	\$4,179,595.00
HART	\$339,431.43
Residential Monitoring	\$32,300.00
Residential Searching and Securing	\$17,110.50
<b>Total</b>	<b>\$4,568,437.00</b>

The Total Maximum Liability Amount is subject to change if the demand for services increases. Any change in the Total Maximum Liability Amount will require an Amendment to the MOU.

**EXHIBIT C:  
MCBH INSURANCE**

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MCBH certifies that it maintains a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

1. Professional Liability Insurance or self-insurance with financially-owned and reputable companies with limits of one million dollars (\$1,000,000) per claim and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made policy is canceled or non-renewed, then MCBH shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. Commercial General Liability Insurance or Self-Insurance. MCBH shall maintain insurance or self-insurance of five million dollars (\$5,000,000) per occurrence and coverage of five million dollars (\$5,000,000) in the aggregate.
3. Worker's Compensation Insurance in a form and amount covering MCBH's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

The coverage referred to in Sections 1 and 2 above including sexual misconduct shall be endorsed to include the SELPA and each of its member LEAs as a Supplemental Member with respect to this MOU for therapeutic services. Such a provision shall only apply, however, in proportion to and to the extent of the negligent acts or omissions of MCBH, its officers, directors, agents, and/or employees. MCBH, upon execution of this MOU, shall furnish the SELPA and each of its member LEAs with Certificates of Insurance or Letter of Self-Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to the SELPA and each of its member LEAs of any modification, change or cancellation of any of the above insurance coverages.

**EXHIBIT D:  
SELPA and MEMBER LEAs INSURANCE**

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The SELPA and each of its member LEAs certify that they maintain a program of insurance and self-insurance that covers each of their activities in connection with this MOU as follows:

1. Professional Liability Insurance or self-insurance with financially-owned and reputable companies with limits of one million dollars (\$1,000,000) per claim and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made policy is canceled or non-renewed, then the SELPA and each of its member LEAs shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. Commercial General Liability Insurance or Self-Insurance. The SELPA and each of its member LEAs shall maintain insurance or self-insurance of five million dollars (\$5,000,000) and coverage of five million dollars (\$5,000,000) in the aggregate.
3. Worker's Compensation Insurance in a form and amount covering the SELPA's and each of its member LEA's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

The coverage referred to in Section 2 above shall be endorsed to include the County of Monterey as an additional insured. Such a provision shall only apply, however, in proportion to and to the extent of the negligent acts or omissions of the SELPA and each of its member LEAs, their officers, directors, agents, and/or employees. The SELPA and each of its member LEAs, upon execution of this MOU, shall furnish MCBH with Certificates of Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to MCBH of any modification, change, or cancellation of any of the above insurance coverages.

- 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 Dan Marquez DBA DJ Dan Utica 2023-24 School Year

**DATE:** August 17, 2023

**PERSON(S) RESPONSIBLE:** Lito Garcia, Pacific Grove High School Principal

**RECOMMENDATION:**

The District Administration recommends the Board review and approve contract for services with Dan Marquez dba DJ Dan Utica.

**BACKGROUND:**

This is not a new vendor. This is a recurring contract for services for the high school dances. He provides music, lighting and photo booth for each dance.

**INFORMATION:**

This contract for services is for the following dates: 8/18/23 Back to School Dance, 10/7/23 Homecoming Dance, 1/27/24 Winter Ball and 4/27/24 Prom.

**FISCAL IMPACT:**

\$1,100.00 per dance to be paid out of the Associated Student Body account.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
INDEPENDENT CONSULTANT AGREEMENT**

**CONSULTANT** Dan Marquez DBA DJ Dan Utica

**SITE/DEPARTMENT** Pacific Grove High School/ ASB

**SUBMITTED BY** Lito Garcia, Principal Pacific Grove High School

**FUNDING SOURCE** Associated Student Body Account

**AGREEMENT TOTAL AMOUNT** \$1,100.00 per dance

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 [Dan Marquez DBA DJ Dan Utica

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 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: providing music, lighting and a photo booth which is included in the price on these dates - 8/18/23 - Back to School Dance, 10/7/23 - Homecoming Dance, 1/27/24 Winter Ball, 4/27/24 Prom.
2. **Term.** Consultant shall commence providing services under this Agreement on August 18, 2023, and will diligently perform as required and complete performance by 4/27/24.
3. **Compensation.** District agrees to pay \$1,100.00 per dance] to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$1,100.00 per

dance] 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  
 435 Hillcrest Avenue  
 Pacific Grove, CA 93950  
 ATTENTION: Joshua Jorn  
 Assistant Superintendent/CBO

Name: Dan Marquez DBA DJ Dan Utica  
 Address: 5 Rollingbrook Circle.  
 City/State/Zip: Sacramento, CA 95833  
 Business Phone: 209-872-9700  
 Email (Optional):

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:
23. XDOJ 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

24. **W-9.** Consultant has provided a completed:  
XW-9 Form

25. **Type of Business Entity:**

- Corporation, State
- X 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)**

**Consultant**  
**(Can sign BEFORE Board's approval)**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: [Josh Jorn]

Name: \_\_\_\_\_

Title: [Interim Superintendent]

Date: \_\_\_\_\_

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 Nicolas Gonzales – Basketball Conditioning

**DATE:** August 17, 2023

**PERSON(S) RESPONSIBLE:** Lito Garcia, Pacific Grove High School Principal

**RECOMMENDATION:**

The District Administration recommends the Board review and approve contract for services with Nicolas Gonzales PT, DPT, CSCS for basketball conditioning.

**BACKGROUND:**

This is a recurring contract with Nicolas Gonzales. Each year he is hired to provide the Boys Basketball team with strength and conditioning skills through clinics. Emphasis is on teaching safe movements while improving strength and condition before each new season.

**INFORMATION:**

This contract for services is for August 21, 2023 – October 27, 2023, for a total of 9 weeks meeting twice per week.

**FISCAL IMPACT:**

\$1,800.00 to be paid by the Boys Basketball team account.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
INDEPENDENT CONSULTANT AGREEMENT**

**CONSULTANT** Nicolas Gonzales - Strength and Conditioning  
**SITE/DEPARTMENT** Pacific Grove High School/ Athletics Department  
**SUBMITTED BY** Lito Garcia, Principal Pacific Grove High School  
**FUNDING SOURCE** Wells Fargo Athletics Department Fund  
**#AGREEMENT TOTAL AMOUNT** \$1,800.00

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 Nicolas Gonzales, DPT, CSCS ("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 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: providing a strength and conditioning clinic for PGHS Boys Basketball pre-season.
2. **Term.** Consultant shall commence providing services under this Agreement on August 21, 2023, and will diligently perform as required and complete performance by 10/27/23.
3. **Compensation.** District agrees to pay \$1,800.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$1,800.00 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  
 435 Hillcrest Avenue  
 Pacific Grove, CA 93950  
 ATTENTION: Joshua Jorn  
 Assistant Superintendent/CBO

Name: [Nicolas Gonzales PT, DPT CSCS  
 Address: 466 Monroe St Apt 6  
 City/State/Zip: Monterey, CA 93940  
 Business Phone: 559-801-5181  
 Email (Optional): nicolas@balancept.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:  
 XDOJ 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:  
xW-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)**

**Consultant**  
**(Can sign *BEFORE* Board's approval)**

Signature: \_\_\_\_\_  
Name: [Manager]  
Title: [Title]  
Date: \_\_\_\_\_

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



# Strength and Conditioning

CONSENT J

**Nicolas Gonzales**

PT, DPT, CSCS



## Education

**-Doctor of Physical Therapy (DPT) - Washington University in St. Louis**

**-BS in Biology - University of Pikeville**

**-Certified Strength and Conditioning Specialist (CSCS) - NSCA**

## Short Bio

I'm a former collegiate student-athlete and coach (baseball). I earned my doctorate in physical therapy in 2019, and have been working at Balance Physical Therapy in Monterey since. My passion is working with youth athletes and building solid athletic foundations.

## Services

- Strength and Conditioning program for PGHS boys basketball
- Emphasis on teaching safe movements while improving strength and conditioning before their upcoming season
- \$1,900 for 9 weeks, two sessions weekly

**5598015181**  
nicolas@balancept.com

- 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:** Online Subscription with DocuSign Electronic Signature Services

**DATE:** August 17, 2023

**PERSON(S) RESPONSIBLE:** Joshua Jorn, Interim Superintendent

**RECOMMENDATION:**

The District Administration recommends the Board review and approve the continued use of DocuSign for online signature services district wide.

**BACKGROUND:**

Starting in April 2020, Student Services purchased DocuSign to use during the pandemic shut down to obtain parent signatures on confidential student documentation. Since then, this service, and those similar, have been used in the district to route documents for signatures from administrators, employees, and parents.

**INFORMATION:**

DocuSign is currently used district wide for obtaining necessary signatures from administrators, employees, vendors, and parents. Some documents that are sent through DocuSign include vendor contracts, staff forms, permission slips, special education documents, etc. This purchase includes 500 envelopes to be used throughout the district and includes DocuSign’s Premier Support for the entire service period from August 17, 2023 through August 17, 2024. DocuSign serves many entities, including government agencies, that require a secure environment to do business and provides their standard security service which meets HIPAA (Health Insurance Portability and Accountability Act), FERPA (Family Educational Rights and Privacy Act) and COPPA (Children’s Online Privacy Protection Act) requirements to keep student data safe. Automatic document retention will keep records both safe and accessible to district staff.

**FISCAL IMPACT:**

Fund 01 \$3,105.00  
Business Office budgeted



DocuSign, Inc.  
221 Main Street, Suite 1000  
San Francisco, CA 94105

**Offer Valid Through:** Aug 16, 2023  
**Prepared By:** Lale Aksu  
**Quote Number:** Q-01256482

## ORDER FORM

### Address Information

**Bill To:**

Pacific Grove Unified School District  
435 Hillcrest Ave,  
Pacific Grove, CA, 93950  
United States

**Ship To:**

Pacific Grove Unified School District  
435 Hillcrest Ave,  
Pacific Grove, CA, 93950  
United States

**Billing Contact Name:**

Carly Adams

**Billing Email Address:**

cadams@pgusd.org

**Billing Phone:**

+1 831-646-6517

**Shipping Contact Name:**

**Shipping Email Address:**

**Shipping Phone:**

+1.831.646.6520

### Order Details

**Order Start Date:** Aug 17, 2023

**Order End Date:** Aug 16, 2024

**Billing Frequency:** Annual

**Payment Method:** Check

**Payment Terms:** Net 30

**Currency:** USD

### Products

Product Name	Subscription No.	Start Date	End Date	Quantity	Net Price
eSignature Business Pro for Gov - Envelope	SUB-1643849-1	Aug 17, 2023	Aug 16, 2024	500	\$2,700.00
Premier Support - eSign	SUB-1643849-1	Aug 17, 2023	Aug 16, 2024	1	\$405.00

**Grand Total: \$3,105.00**

### Product Details

eSignature Envelope Allowance: 500

### Overage/Usage Fees



eSignature Business Pro for Gov - Env (Per Transaction): \$6.40

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**Order Special Terms**

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**Terms & Conditions**

This Order Form is governed by the terms Master Services Agreement available online at: <https://www.docusign.com/company/terms-and-conditions/msa> and the applicable Service Schedule(s) and Attachments for the DocuSign Services described herein available online at <https://www.docusign.com/legal/terms-and-conditions/msa-service-schedules>.

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**Billing Information**

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final Invoice.

Is the contracting entity exempt from sales tax?

**Please select Yes or No:**

If yes, please send the required tax exemption documents immediately to [taxexempt@docusign.com](mailto:taxexempt@docusign.com).

Invoices for this order will be emailed automatically from [invoicing@erp.docusign.com](mailto:invoicing@erp.docusign.com). Please make sure this email is on an approved setting or safe senders list so notifications do not go to a junk folder or caught in a spam filter.

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**Purchase Order Information**

Is a Purchase Order (PO) required for the purchase or payment of the products on this Order Form?

Please select Yes or No:

If yes, please complete the following:

PO Number:

PO Amount: \$

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**By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.**

**Customer**

Signature:

Name:

Job Title:

Date:

**DocuSign,  
Inc.**

Signature:

Name: AOA

Job Title:

Date:

- |                                                                        |                                                 |
|------------------------------------------------------------------------|-------------------------------------------------|
| <input checked="" type="checkbox"/> Student Learning and Achievement   | <input checked="" type="checkbox"/> Consent     |
| <input type="checkbox"/> Health and Safety of Students and Schools     | <input type="checkbox"/> Action/Discussion      |
| <input type="checkbox"/> Credibility and Communication                 | <input type="checkbox"/> Information/Discussion |
| <input type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing         |

**SUBJECT:** Consolidated Application for Federal Funding, Part 1

**DATE:** August 17, 2023

**PERSON(S) RESPONSIBLE:** Buck Roggeman, Director of Curriculum and Special Projects

**RECOMMENDATION:**

The District Administration recommends the Board approve the 2023-2024 Consolidated Application for Federal Funding, Part 1 as presented.

**BACKGROUND:**

The Consolidated application is used by the California Department of Education to distribute categorical funds and collect fiscal information. The filing of Part 1 declares the district’s intention to participate in the specified categorical programs listed below and to follow the guidelines and requirements of each program. Additionally, the California Department of Education uses Part 1 to collect data and determine fiscal allocations for programs such as Title I Part A, Title II Teacher quality and Title III Limited English Proficient, and Title IV part A Student Support and Academic Enrichment . Information such as the percentage of low income and limited English proficient students listed in the School Student Counts provides eligibility and ranking information for each site within the district.

**INFORMATION:**

The Consolidated application must be reviewed by the District English Learner Advisory Committee (DELAC). Per Title 5 of the California Code of Regulations Section 11308, if the district has more than 50 language learners the district must establish a DELAC and involve them in the application for funding for programs that serve English Learners. The DELAC met and approved the application. A copy of the application is attached.

To receive ESSA (Every Student Succeeds Act) funding for 2023-2024, the local education agency must certify the 2023-2024 application for funding in the consolidated application webpage and provide the date when the application was approved by the Board of Trustees.

This year, we can apply for Title III money because our English Learner population is big enough to qualify for these funds. We needed 80 to qualify and are projecting at least 90.

1. Title I Part A (Basic Grant)	\$156,636
2. Title II Part A (Teacher Quality)	\$ 34,566
3. Title III English Learner Student Program	\$ 11,264
4. Title IV (Student Support and Academic Grant)	\$ 10,000

**FISCAL IMPACT:** The total Federal entitlement for 2023-2024 is projected to be \$212,466.

### 2023–24 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancetoc.asp>.

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov), 916-319-0297

### Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Buck Roggeman
Authorized Representative's Signature	<i>Buck Roggeman</i>
Authorized Representative's Title	Director of Curriculum and Special Projects
Authorized Representative's Signature Date	08/09/2023

**\*\*\*Warning\*\*\***

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

### 2023–24 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Miguel Cordova, Title I Policy, Program, and Support Office, [MCordova@cde.ca.gov](mailto:MCordova@cde.ca.gov), 916-319-0381

### Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	<i>Buck Roggeman</i> Buck Roggeman
Authorized Representative's Title	Director of Curriculum and Special Projects
Authorized Representative's Signature Date	07/09/2023
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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## 2023–24 LCAP Federal Addendum Certification

**CDE Program Contact:**

Local Agency Systems Support Office, [LCAPAddendum@cde.ca.gov](mailto:LCAPAddendum@cde.ca.gov), 916-323-5233

### Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

### Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

<b>County Office of Education (COE) or District</b>	09/13/2022
For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	
<b>Direct Funded Charter</b>	
Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	<i>Buck Roggeman</i> Buck Roggeman
Authorized Representative's Title	Director of Curriculum and Special Projects

**\*\*\*Warning\*\*\***

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## 2023–24 Application for Funding

**CDE Program Contact:**

Consolidated Application Support Desk, Education Data Office, [ConAppSupport@cde.ca.gov](mailto:ConAppSupport@cde.ca.gov), 916-319-0297

**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---------------------------------------------------------------------------------------------------------------------------------	-----

**District English Learner Advisory Committee Review**

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----

**Application for Categorical Programs**

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

<b>Title I, Part A (Basic Grant)</b> ESSA Sec. 1111 et seq. SACS 3010	Yes
<b>Title II, Part A (Supporting Effective Instruction)</b> ESEA Sec. 2104 SACS 4035	Yes
<b>Title III English Learner</b> ESEA Sec. 3102 SACS 4203	Yes
<b>Title III Immigrant</b> ESEA Sec. 3102 SACS 4201	No
<b>Title IV, Part A (Student and School Support)</b> ESSA Sec. 4101 SACS 4127	Yes

**\*\*\*Warning\*\*\***

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### 2023–24 Title III English Learner Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

**CDE Program Contact:**

Annie Abreu Park, Language Policy and Leadership Office, [AAbreuPark@cde.ca.gov](mailto:AAbreuPark@cde.ca.gov), 916-319-9620  
 Geoffrey Ndirangu, Language Policy and Leadership Office, [GNdirang@cde.ca.gov](mailto:GNdirang@cde.ca.gov), 916-323-5831

**Estimated Allocation Calculation**

Estimated English learner per student allocation	\$125.15
Estimated English learner student count	90
Estimated English learner student program allocation	\$11,264

**Note: \$10,000 minimum program eligibility criteria**

If the local educational agency's estimated English learner student program allocation is less than \$10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at <https://www.cde.ca.gov/sp/el/t3/elconsortium.asp>.

**Budget**

Professional development activities	\$2,000
Program and other authorized activities	\$764
English Proficiency and Academic Achievement	\$7,500
Parent, family, and community engagement	\$1,000
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	\$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	\$0
Total budget	\$11,264

**\*\*\*Warning\*\*\***

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### 2023–24 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

**CDE Program Contact:**

Hilary Thomson, Fiscal Oversight and Support Office, [HThomson@cde.ca.gov](mailto:HThomson@cde.ca.gov), 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at <https://www.cde.ca.gov/fg/ac/sa/>.

2022–23 Request for authorization	
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

**\*\*\*Warning\*\*\***

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2023-24 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

CDE Program Contact:

Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy, Program, and Support Office, RDeRose@cde.ca.gov, 916-323-0472

In accordance with the Every Student Succeeds Act (ESSA) sections 1117 and 8501, a local educational agency shall consult annually with appropriate private school officials and both shall have the goal of reaching agreement on how to provide equitable and effective programs for eligible private school children, teachers, and families. This applies to programs under Title I, Part A; Title I, Part C; Title II, Part A; Title III, Part A; Title IV, Part A; Title IV, Part B; and section 4631, with regard to the Project School Emergency Response to Violence Program (Project SERV).

The enrollment numbers are reported under penalty of perjury by each private school on its annual Private School Affidavit. The information in the Private School Affidavit is not verified, and the California Department of Education takes no position as to its accuracy. It is expected that districts engaged in private school consultation verify the accuracy of student enrollment data and the tax exempt status if it is being used for the purpose of providing equitable services.

Private School's Believed Results of Consultation Allowable Codes

- Y1: meaningful consultation occurred
Y2: timely and meaningful consultation did not occur
Y3: the program design is not equitable with respect to eligible private school children

Y4: timely and meaningful consultation did not occur and the program design is not equitable with respect to eligible private school children

Add non-attendance area school(s)

The local educational agency is electing to add nonprofit private schools outside of the district's attendance area.

\*\*\*Warning\*\*\*

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2023-24 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

School Name	CDSCode	School Code	FiscalYearID	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Enrollment
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\*\*\*Warning\*\*\*

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Report Meeting State and Federal Law.

- |                                                                               |                                                 |
|-------------------------------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Student Learning and Achievement                     | <input checked="" type="checkbox"/> Consent     |
| <input checked="" type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion      |
| <input type="checkbox"/> Credibility and Communication                        | <input type="checkbox"/> Information/Discussion |
| <input type="checkbox"/> Fiscal Solvency, Accountability and Integrity        | <input type="checkbox"/> Public Hearing         |

**SUBJECT:** Ratification of Contract for Services with Tacos Don Beto

**DATE:** August 17, 2023

**PERSON(S) RESPONSIBLE:** Sean Keller, Robert H. Down Principal

**RECOMMENDATION:**

The District Administration recommends the Board review and approve the PTA’s food vendor contract for services with Tacos Don Beto.

**BACKGROUND:**

Robert Down Elementary School (RHD) plans to use Tacos Don Beto for its food vendor during Back to School Night and other events throughout the year. Last year the RHD Back to School Night BBQ provided a fun and welcoming atmosphere but it was clear a professional service was needed to ensure customers were fed.

**INFORMATION:**

The RHD PTA met on August 1, 2023 and approved using Tacos Don Beto as a food vendor for 20% profit from sales. The RHD PTA plans to use Tacos Don Beto at its Back to School Night, Butterfly Bazaar, Bingo Night, Halloween Night, STEM Night, and Open House during the 2023-2024 year.

**FISCAL IMPACT:**

N/A

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
INDEPENDENT CONSULTANT AGREEMENT**

**CONSULTANT Tacos Don Beto**

**SITE/DEPARTMENT Robert H. Down Elementary (RHD)**

**SUBMITTED BY Sean Keller, RHD Principal**

**FUNDING SOURCE PTA**

**AGREEMENT TOTAL AMOUNT N/A**

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 **Tacos Don Beto** (“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 **Food Vendor**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **Food Service during RHD Back to School Night, Butterfly Bazaar, Bingo Night, Halloween Night, STEM Night, and Open House**.
2. **Term.** Consultant shall commence providing services under this Agreement on **8/16/2023**, and will diligently perform as required and complete performance by **8/16/2023**.
3. **Compensation.** District agrees to pay N/A to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed N/A 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  
 435 Hillcrest Avenue  
 Pacific Grove, CA 93950  
 ATTENTION: Joshua Jorn  
 Assistant Superintendent/CBO

Name: Tacos Don Beto  
 Address: 206 Columbina Dr  
 City/State/Zip: Salinas, CA 93906  
 Business Phone: 831-272-3233  
 Email (Optional):

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 (in progress)
  - 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)**

**Consultant**  
**(Can sign BEFORE Board's approval)**

Signature: \_\_\_\_\_  
Name: Sean Keller  
Title: Principal  
Date: 8/18/23

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

- |                                                                               |                                                 |
|-------------------------------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Student Learning and Achievement                     | <input checked="" type="checkbox"/> Consent     |
| <input checked="" type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion      |
| <input type="checkbox"/> Credibility and Communication                        | <input type="checkbox"/> Information/Discussion |
| <input type="checkbox"/> Fiscal Solvency, Accountability and Integrity        | <input type="checkbox"/> Public Hearing         |

**SUBJECT:** Ratification of Contract for Services with Bratwurst USA

**DATE:** August 17, 2023

**PERSON(S) RESPONSIBLE:** Sean Keller, Robert H. Down Principal

**RECOMMENDATION:**

The District Administration recommends the Board review and approve the PTA’s food vendor contract for services with Bratwurst USA.

**BACKGROUND:**

Robert Down Elementary School (RHD) plans to use Bratwurst USA for its food vendor during Back to School Night and other events throughout the year. Last year the RHD Back to School Night BBQ provided a fun and welcoming atmosphere but it was clear a professional service was needed to ensure customers were fed.

**INFORMATION:**

The RHD PTA met on August 1, 2023 and approved using Bratwurst USA as a food vendor for 20% profit from sales. The RHD PTA plans to use Bratwurst USA at its Back to School Night, Butterfly Bazaar, Bingo Night, Halloween Night, STEM Night, and Open House during the 2023-2024 year.

**FISCAL IMPACT:**

N/A

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
INDEPENDENT CONSULTANT AGREEMENT**

**CONSULTANT Bratwurst USA**

**SITE/DEPARTMENT Robert H Down Elementary School**

**SUBMITTED BY Sean Keller**

**FUNDING SOURCE Robert H Down Elementary PTA**

**AGREEMENT TOTAL AMOUNT N/A**

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 **Bratwurst USA** (“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 **food vendor**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **Food Service during RHD Back to School Night, Butterfly Bazaar, Bingo Night, Halloween Night, STEM Night, and Open House.**
2. **Term.** Consultant shall commence providing services under this Agreement on **8/16/2023**, and will diligently perform as required and complete performance by **5/30/2024**.
3. **Compensation.** District agrees to pay **N/A** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **N/A** 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  
 435 Hillcrest Avenue  
 Pacific Grove, CA 93950  
 ATTENTION: Joshua Jorn  
 Assistant Superintendent/CBO

Name: Bratwurst USA  
 Address: 3670 The Barnyard  
 City/State/Zip: Carmel, CA 93923  
 Business Phone: 831 710 2399  
 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)**

**Consultant**  
**(Can sign BEFORE Board's approval)**

Signature: \_\_\_\_\_  
Name: Sean Keller  
Title: Principal  
Date: 8/18/23

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

- |                                                                               |                                                       |
|-------------------------------------------------------------------------------|-------------------------------------------------------|
| <input checked="" type="checkbox"/> Student Learning and Achievement          | <input type="checkbox"/> Consent                      |
| <input checked="" type="checkbox"/> Health and Safety of Students and Schools | <input checked="" type="checkbox"/> Action/Discussion |
| <input type="checkbox"/> Credibility and Communication                        | <input type="checkbox"/> Information/Discussion       |
| <input type="checkbox"/> Fiscal Solvency, Accountability and Integrity        | <input type="checkbox"/> Public Hearing               |

**SUBJECT:** Contract for Services with the Positive Coaching Alliance

**DATE:** August 17, 2023

**PERSON(S) RESPONSIBLE:** Buck Roggeman, Director of Curriculum and Special Projects

**RECOMMENDATION:**

The District Administration recommends the Board review and approve the contract for services with the Positive Coaching Alliance.

**BACKGROUND:**

Pacific Grove High School and Pacific Grove Middle School athletic directors would like to provide coaching professional development from the Positive Coaching Alliance to teach the importance of using the powerful venue of sports to ensure a positive experience for our students and maintain a healthy culture in our athletic program.

**INFORMATION:**

The Positive Coaching Alliance (PCA) uses research-based training methods and resources to fulfill their mission of being “a catalyst for a positive youth sports culture in all communities across the U.S.” This three-year partnership with PCA will provide two workshops per year serving all of the coaches in PGUSD. In the attached program overview, the workshop titles and descriptions are listed. These training topics will help district coaches align our athletic programs with the district’s Local Control and Accountability Plan goal 2 – social emotional learning.

**FISCAL IMPACT:**

This contract for services provides two workshops a year beginning in the Fall of 2023 and concluding during the 2025-2026 school year. The cost is \$7,800 to be paid out of the Educator Effectiveness Grant.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
INDEPENDENT CONSULTANT AGREEMENT**

**CONSULTANT** Positive Coaching Alliance

**SITE/DEPARTMENT** Curriculum

**SUBMITTED BY** Buck Roggeman

**FUNDING SOURCE** Learning Recovery Emergency Grant

**AGREEMENT TOTAL AMOUNT** \$7,800

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 Positive Coaching Alliance ("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 **professional development provider**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **providing coaching workshops**.
2. **Term.** Consultant shall commence providing services under this Agreement on **8/9/2023**, and will diligently perform as required and complete performance by **6/30/2026**.
3. **Compensation.** District agrees to pay **\$7,800** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$7,800** 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**

Pacific Grove Unified School District  
 435 Hillcrest Avenue  
 Pacific Grove, CA 93950  
 ATTENTION: Joshua Jorn  
 Assistant Superintendent/CBO

**Consultant**

Name: Positive Coaching Alliance  
 Address: Dept LA  
 City/State/Zip: Pasadena, CA 91185-2216  
 Business Phone: 650-210-0800  
 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)**

**Consultant**

**(Can sign BEFORE Board's approval)**

Signature: \_\_\_\_\_

Name: Buck Roggeman

Title: Director, Curriculum and Special Projects

Date: \_\_\_\_\_

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



## WHO WE ARE

**MISSION:** Be a catalyst for a positive youth sports culture in all communities across the U.S.

**VISION:** All youth can benefit from a positive, inclusive sports culture that develops social and emotional skills, molds character and prepares them for competition and for life.

## WHAT WE DO

PCA inspires and empowers youth and high school sports organizations to leverage the unique opportunity sports presents to build character in our youth. We provide research-based training and resources for coaches, parents, athletes and leaders to improve culture and ensure a positive youth development experience for ALL kids through sports.

## WHY WE DO IT

### 40 MILLION KIDS PLAY SPORTS NATIONWIDE.

We help maximize this Positive Youth Development opportunity by impacting sport on three levels: **YOUTH, COACHING, & CULTURE.**

resulting in increased...

RESILIENCE

GROWTH MINDSET

TEAMWORK

EMPATHY

LEADERSHIP

CHARACTER

FUN

LIFE LESSONS

GRIT

PERSISTENCE

DONE RIGHT,  
SPORTS TEACH

## IMPACT



# OF PARTNER ORGANIZATIONS

3,500



# OF YEARLY WORKSHOPS

3,000+



# OF KIDS REACHED

20+ MILLION



180K+



127K+



70K+



15K+



1 MILLION+

## RESULTS

**96%** OF PCA TRAINED COACHES

BELIEVE PCA TRAINING GIVES THEM THE TOOLS TO HELP THEM IMPROVE THEIR PLAYERS AS INDIVIDUALS AND AS TEAMMATES.

**72%** OF PCA TRAINED ATHLETES

BELIEVE THEIR SPORTSMANSHIP IMPROVED AFTER TRAINING.

**70%** OF PCA TRAINED COACHES

FEEL PCA PROGRAMMING REINFORCED THEIR DESIRE TO TEACH LIFE LESSONS.

**60%** REDUCTION IN ARGUMENTS WITH OFFICIALS,

REPORTED BY PCA PARTNERS.



## POSITIVE COACHING ALLIANCE WORKSHOPS

PCA workshops combine the latest in sports and educational-psychology and organizational behavior with **practical advice** from a National Advisory Board of top pro and college athletes and coaches who use our principles at the highest levels of competition. Many workshops are complemented with books by PCA Founder Jim Thompson and all are highly **interactive** and facilitated by **PCA Trainers with deep experience** in coaching, sports parenting, athletic administration or all three!

### FOR COACHES:

**DOUBLE-GOAL COACH®: Coaching for Winning and Life Lessons** establishes PCA's premise that youth and high school sports include the goal of winning and the more important goal of teaching life lessons through sports.

**CULTURE, PRACTICES AND GAMES** further illustrates how coaches use PCA principles to build a team culture that players and their parents buy into, thus leading to life lessons and improved athletic performance in practices and games.

**POSITIVE MOTIVATION: Getting the Best from Athletes** provides deeper exploration of Filling Emotional Tanks, including discussion of research that demonstrates how positive coaching improves performance and openness to life lessons.

**DEVELOPING THE TRIPLE-IMPACT COMPETITOR®** views the Double-Goal Coach model through the lens of high school sports, including such topics as social pressure, hazing, and the role of high school coaches and athletes as standard-bearers in their communities.

**MASTERY: Coaching for Peak Performance** provides deeper exploration of PCA's second principle for coaches, ELM (Effort, Learning and bouncing back from Mistake). Coaches will explore how to help their athletes improve and perform to their potential through a mastery focus.

**SPORTS CAN BATTLE RACISM: A Workshop for Coaches (NEW)** strives to establish and enhance the building of sports environments free of hate and discrimination.

### FOR BUSINESSES:

**POSITIVE MOTIVATION FOR MANAGERS (BUSINESS TEAMS) (NEW)** Anyone who participates in PCA programming - whether it be in youth sports, on business teams, or in personal relationships - can benefit, and expect to see improved ability to work as part of a team, greater personal resilience, and an increased capacity to bounce back from mistakes.

### FOR LEADERS:

**LEADING YOUR ORGANIZATION: Developing a Positive Coaching Culture** where attendees learn why and how to establish Positive Coaching as a cultural norm, plus they get a takeaway action-plan for implementation throughout their community of coaches, parents, athletes, officials and spectators.

### FOR PARENTS:

**THE SECOND-GOAL PARENT®: Developing Winners in Life Through Sports** draws from the Double-Goal Coach model (winning and life lessons) to help parents focus on the second goal, ensuring their children gain the higher value of youth and high school sports regardless of scoreboard results.

**THE SECOND-GOAL PARENT®: Tips and Tools to Develop Winners in Life Through Sports** is a shortened version of the Second-Goal Parent: Developing Winners in Life Through Sports.





## POSITIVE COACHING ALLIANCE WORKSHOPS

PCA workshops combine the latest in sports and educational-psychology and organizational behavior with **practical advice** from a National Advisory Board of top pro and college athletes and coaches who use our principles at the highest levels of competition. Many workshops are complemented with books by PCA Founder Jim Thompson and all are highly **interactive** and facilitated by **PCA Trainers with deep experience** in coaching, sports parenting, athletic administration or all three!

### FOR STUDENT-ATHLETES:

**BECOMING A TRIPLE-IMPACT COMPETITOR®** trains student-athletes of middle-school age and older to impact sport on three levels by working to improve themselves, teammates and their sport as a whole.

**MAKING TEAMMATES BETTER: Leadership and Positive Initiation** provides student-athletes of high school-age and older a deeper view into how teammates can help each other improve.

**HONORING THE GAME – SOCIAL MEDIA USE: Elevating Yourself and Others** provides student-athletes of high school-age and older the opportunity to examine more deeply their use of social media and the impact on their teams and the school community as a whole.

**SPORTS CAN BATTLE RACISM: A Workshop for Athletes (NEW)** will have an interactive discussion on how to increase understanding of one's own identity and biases, value diversity, and create safe environments on their teams to help ensure that everyone belongs.

### JR. TRIPLE-IMPACT COMPETITOR:

**Activities to Develop Better Athletes, Better People** takes elementary and middle school aged athletes through activities designed to plant the seeds of being a Triple-Impact Competitor.

**CHARACTER & LEADERSHIP DEVELOPMENT PROGRAM** consists of a curriculum of four (4) workshops designed to educate student-athletes on PCA's foundational principles and how to put those principles to use every day. Each workshop is a 50-minute, highly interactive session integrating group learning and case study techniques.

1. *Becoming a Triple-Impact Competitor®*
2. *Making Teammates Better: Leadership*
3. *Making Teammates Better: Positive Initiative and Hazing*
4. *Honoring the Game: Social Media Use*



## POSITIVE COACHING ALLIANCE ONLINE COURSES

PCA offers six online courses – all expert-developed, and designed to help coaches, parents, athletes and officials ensure that winning happens both on and off the field in youth sports. Whether you want to improve your youth sports experience, or your school/organization has directed you to these courses, they will benefit you and the youth you serve!

Courses are self-paced, take only 60 minutes to complete, and include instructional modules and opportunities for interactivity and reflection. They also feature easy-to-use tools and tips to help you put positive coaching practices to work right away!

### **DOUBLE-GOAL COACH®: Coaching for Winning and Life Lessons**

If you have no experience with PCA, this is the course for you – Positive is Powerful! In this highly-interactive, online Double-Goal Coach® course – with advice from top pro athletes and coaches on PCA’s National Advisory Board – coaches explore why and how to pursue both winning and the more important goal of teaching life lessons through sports.

### **DOUBLE-GOAL COACH®: Culture, Practices and Games**

Phil Jackson, Doc Rivers, Herm Edwards and other top coaches and athletes help you create a team culture of excellence. Specific sections of the course focus on creating dynamic practices and strategies for getting the most from your athletes – as players and as people – before, during and after the game.

### **DOUBLE-GOAL COACH®: Developing the Triple-Impact Competitor®**

PCA National Advisory Board pro coaches and athletes train coaches to help their high school athletes become “Triple-Impact Competitors” who excel on three levels:

- Personal Mastery  
*Making oneself better*
- Leadership  
*Making one’s teammates better, and*
- Honoring the Game –  
*Making the game better.*

PGUSD

### **HONORING THE GAME: The Official’s Role in Creating a Positive Youth Sports Culture**

This interactive workshop, filled with powerful officiating tools, is based on the latest research from sports psychology, and reflects the “best practices” of elite officials across the country! It introduces PCA’s three main principles behind creating a positive youth sports culture for officials: Mastery (ELM); Never Too High, Never Too Low; and Honoring the Game.

### **SECOND-GOAL PARENT®: Developing Winners in Life Through Sports**

Top coaches and athletes train youth sports parents to focus on helping their children process the life lessons uniquely available through sports. This highly interactive workshop provides specific tips and techniques for parents to use in talking with their children on game day, developing a productive parent-coach relationship, and becoming effective and positive supporters in the stands.

### **TRIPLE-IMPACT COMPETITOR®: A Leadership Workshop for Athletes**

Doc Rivers, Julie Foudy, Shane Battier and other top coaches, athletes, and experts teach student-athletes how to make positive contributions on three levels:

- Personal Mastery  
*Making oneself better*
- Leadership  
*Making one’s teammates better, and*
- Honoring the Game –  
*Making the game better.*

Regular Meeting of August 17, 2023.





## What is SEL?

Social emotional learning (SEL) is a methodology that helps students of all ages to better comprehend their emotions, to feel those emotions fully, and demonstrate empathy for others. These learned behaviors are then used to help students make positive, responsible decisions, create frameworks to achieve their goals, and build positive relationships with others.<sup>1</sup>

While educators recognize the importance of SEL [“90% of K-12 school district leaders have already invested in social-emotional learning products, or plan to do so.”]<sup>2</sup>, we must educate youth sports organizations on the importance of SEL skills.

### The focus on SEL in youth sports is growing by the day.

- The Susan Crown Exchange, a leading non-profit focused on SEL, created the Million Coaches Challenge in 2021, with the goal of training One Million Coaches by 2025 with SEL skills. The challenge brings together 10 leading organizations, including Positive Coaching Alliance, USOPC, Laureus Sport for Good, and Little League, to achieve this goal.
- In February of 2021, Laureus USA released the results of a comprehensive study showing sports-based youth development (SBYD) programs play a significant role in fostering critical social and emotional learning (SEL) skills necessary to succeed in school, careers and life.<sup>3</sup>
- “Through sport, young people increase their social skills, teamwork, sense of positive identity, and desire to give back to their team and community – all attributes that have been shown to drive long-term success academically, on the job and in life,” said Kim Sabo Flores, Ph.D. of Hello Insight, who conducted the study. “One of the most important findings shows that sports programs are especially important for young men, who have more difficulty than girls growing these skills off the field,” Dr. Flores added.
- Among the key findings:
  - Significantly more boys in SBYD programs develop SEL skills compared to boys in non-sports programs.
  - More girls in SBYD programs succeed in the area of Social Skills.
  - Young men of color in non-sports programs develop fewer SEL skills than young men identifying as white.
  - However, young men of color in SBYD programs do **not** have significantly different scores from their white peers. This finding demonstrates that young men of color develop SEL skills in SBYD programs that they do not develop in non-sports programs.
- Coaches are important in developing SEL skills:
  - For boys, this is done by supporting them to try new things, broaden their horizons, set and manage goals that are important to them and that build upon their passions.
  - For girls, coaches are most effective by spending time to build relationships and ensure that those young women’s voices and opinions matter - they share power.

## Are all Youth Sports programs SBYD - NO

As early as 1990, a growing number of sports programs began to emerge and adopt a positive youth development (PYD) approach, focusing on sport as a strategy to promote optimal human development. Champions of these programs met at a summit in June of 2006 and coined the term Sports-Based Youth Development (SBYD) to describe programming that intentionally coupled sports with a PYD approach and focused on holistic youth development. Since then, hundreds of programs nationwide have created SBYD environments. SBYD organizations value improvement in whatever sport may be offered, but their true focus is the positive development of the youth they serve.

The Laureus study confirmed that “sports, when used intentionally, are fertile ground for whole-child development. SBYD programs help assure that all young people have opportunities to play and that costs do not exclude youth from lower income families from participating in sports.”

## How does PCA programming fit in?

PCA programming specifically targets SEL skill development. Our primary target outcome is youth character development.

PCA Programming Focus	Key Impact	PCA Principle	CASEL Framework Category
Youth Character Development	↑ Growth Mindset	ELM	Self-Awareness
	↑ Resilience	ELM	Self-Management
	↑ Teamwork	E-Tank	Relationship Skills

PCA believes that for sports to provide these benefits, coaching has to be intentional around it, which is why a **second target outcome of PCA programming** is explicitly about training coaches to transfer life lessons. A lot of the basis for developing SEL skills rests on making sure that the adults involved have received specific training around it; i.e., that it doesn't just happen automatically. This is the essence of PCA's programming - to train coaches to be able to do this.

PCA Programming Focus	Key Impact	PCA Principle	CASEL Framework Category
Coach Behavior	↑ Resilience	ELM	Adults create safe, supportive positive youth development PYD environment
		E-Tank	
		HTG	

SEL explicitly calls for involving the entire community around a child – parents, teachers, schools, etc. Central to PCA's programming is a “systems approach” which engages school and youth sports organization leaders, coaches and parents, in addition to our work with athletes directly. PCA's **third targeted outcome** is to create a more positive culture in which people have a better experience, and which sustains a PYD environment.

PCA Programming Focus	Key Impact	PCA Principle	CASEL Framework Category
Youth Sports Organization and/or School Culture	Coaches, youth and parents have a more positive experience	Multiple	Adults create safe supportive positive

1. **Social Emotional Learning (SEL) & Why It Matters for Educators**  
<https://www.nu.edu/resources/social-emotional-learning-sel-why-it-matters-for-educators/#:~:text=What%20is%20SEL%20in%20Education,and%20demonstrate%20empathy%20for%20others.>
2. **Education Week's 2018 survey of 500+ district administrators**  
<https://kognito.com/blog/are-your-teachers-prepared-to-support-the-full-potential-of-sel#:~:text=A%20national%20survey%20revealed%20that,fully%20understand%20the%20concepts%20themselves.>
3. <https://laureususa.com/news/youth-sports-promote-social-emotional-learning-especially-among-young-men-of-color/>

# Double-Goal Coach: Coaching for Winning and Life Lessons

## CULTURE = THE WAY WE DO THINGS HERE

### DEVELOPMENT ZONE CULTURE

Each group in your organization has a role to play in building and maintaining the culture.

- **Single-Goal Leader** - Shapes Culture: Creates and defends a Development Zone
- **Double-Goal Coach** - Strives to: Win & teach life lessons
- **Second-Goal Parent** - Focuses on: Helping Kids absorb life lessons
- **Triple-Impact Competitor Athlete** - Works to better: Self, teammates, and game

**PCA Model of Coaching:** Strive to Win & Teaching Life Lessons

### ACTION #1 - TEACH LIFE LESSONS - Be intentional.

LIFE LESSONS TOOLKIT:

- Focus on your WHY
- Seize Teachable Moments
- Ask "How can this apply outside of sports?"

## PRINCIPLE: ELM TREE OF MASTERY

### ACTION #2 - NUTURE A GROWTH MINDSET - Build resilience.

MASTERY = FOCUS ON CONTROLLABLES

Focusing on ELM can help athletes remember what is in their control:  
Effort, Learning, Mistakes are tools for growth and learning

MASTERY TOOLKIT

- Reward Unsuccessful Effort
- Control the Controllables
- Mistake Ritual

## PRINCIPLE: FILLING EMOTIONAL TANKS

### ACTION #3 - FOSTER POSITIVITY - There is no downside.

THE MAGIC RATIO- 5:1 Tank Fillers to Tank Drainers

Everyone in the culture performs better on full tanks.

Athletes, Coaches, Parents and Leaders commit to filling each others' tanks relentlessly

RECEIVABLE FEEDBACK TOOLKIT:

- Ask Permission
- Criticism Sandwich
- If-Then Statements

**E-TANK TOOLKIT:** Optimizing Behavior

- Reinforce or Ignore Behavior
- Calmness, Consequences, Consistence (3 C's)
- Purposeful Fun Activities

**F-TANK TOOLKIT:**

- Buddy System
- Positive Charting
- Winners' Circle



continues



## Tools from PCA Workshop on winning and life lessons, continued

### PRINCIPLE: HONORING THE GAME

#### **ACTION #4 - MODEL AND TEACH - Respect the ROOTS.**

Everyone in the culture shows respect for: ROOTS  
Rules, Opponents, Officials, Teammates, Self

#### HONORING THE GAME TOOLKIT:

- Model & Teach Honoring the Game
- Self Control Routine
- Narrated Modeling

#### HONORING THE GAME TOOLKIT: Help Parents Honor the Game

- Parent Meeting
- Appoint a "Culture Keeper"
- Nip Problems in the Bud

### RESOURCES

**Talking Points Weekly email:** <https://www.positivecoach.org/forms/talking-points-sign-up/PCA>

**Devzone website:** <https://devzone.positivecoach.org/>

**PCA Books:** <http://shopping.positivecoach.org/Books>

**Your Coaching Community:** <https://www.positivecoach.org/pca-locations/>



# Double-Goal Coach®: Culture, Practices and Games

## CORE PRINCIPLES OF POSITIVE COACHING

**HONORING THE GAME** means respect for the ROOTS (Rules, Opponents, Officials, Teammates, Self).

**A MASTERY DEFINITION OF WINNING** focuses on Effort, Learning and Mistakes are OK.

**FILLING THE EMOTIONAL TANK** focuses on a 'Magic Ratio' of 5:1 (positives to criticisms).

What are you doing in your own coaching that makes ROOTS come to life, helps you and your players focus on ELM, and how have you increased your +/- ratio? **Enter your notes and ideas below.**

## TEAM CULTURE

### TOOLS FOR BUILDING TEAM CULTURE

Signature statements, trigger words, awards and statistics are all powerful tools that coaches can use to intentionally build their culture. **List examples and possibilities for your sport below.**

## DYNAMIC PRACTICES

### ONE PRACTICE PLAN

If you had only one practice plan for the season, what would it consist of? What are your favorite drills and fun activities? How do you start/end each practice? **Enter your notes and ideas below.**



[continues](#)

## Tools from PCA Workshop on Culture, Practices and Games

### TOOLS FOR TEAM CULTURE



**SIGNATURE STATEMENTS** A phrase that emphasizes what your program is about and what you want to be known for. Examples: “We’re a thinking team,” “Do the right thing,” “Bear” Pride,” “Respect everyone, fear no one,” “DIMITT” (Determination is more important than talent).

**TRIGGER WORDS** Short-hand communication to describe a technique or body position used during competition. Technical/tactical examples: Gooseneck, monster, bucket. Mental/attitude examples: “Four” (The fourth quarter is ours), “Flush it” (Get past your mistakes quickly).

**AWARDS** The awards we give communicate what we value. Do you have something like a “Dirty Shirt Award” for effort? Do you reward athletes who improve their personal bests vs. recognition for being better than others?

**STATISTICS** The statistics we keep/share shows what we value. Non-traditional stat examples: setting picks, quality at bats.

### TOOLS FOR DYNAMIC PRACTICES

#### COMPONENTS OF A DYNAMIC PRACTICE

- **Opening Ritual** Develop team and coach transition rituals.
- **Instruction** Appropriate dosage and strategy for delivery (whole-part-whole and problems vs. telling).
- **Skills and Drills** Keep everyone engaged and include just-right challenges.
- **Conditioning** Use age-appropriate and fun conditioning serving “double-duty” purposes!
- **Scrimmage** Practice Honoring the Game and adjust difficulty up/down with variations.
- **Tank Filling** Incorporate fun and enlist the buddy system to increase +/- ratio.
- **Team Conversations** Keep them short and develop player-coaches (ask rather than tell).
- **Closing Ritual** Incorporate life-lesson questions and signify that practice is officially over.
- **Assessment** Revisit priorities, objectives and outcomes to shape future planning

### TOOLS FOR MEANINGFUL GAMES

**CRUNCH TIME** Being a Double-Goal Coach when it counts most – at the end of a close game – takes some preparation.

- **Priorities:** Anticipate late-game scenarios, fill Emotional Tanks and model what you want to see.

**BLOWOUT GAMES- LOSING SIDE** Lopsided games are challenging to make productive for your team.

- **Emphasize character and effort!** Can we stick to our standards and values even when we are losing?
- **Move the “goal posts”** to change the emphasis on scoring: getting quality shots, or moving the ball.
- **Create “short intensity goals”** or mini-games within the game. For example, try to win the next inning.

**BLOWOUT GAME- WINNING SIDE** When we are winning a blowout, we want to be productive for our team without embarrassing our opponent.

- **Create challenges!** Have players use their non-dominant foot/hand, or play a new position.
- **Use Trigger Words** (“five”) to signal slowing the pace of offensive play (perhaps passing five times before attempting a shot).

#### MEANINGFUL PLAYING TIME

- **Fear of Losing Profile?** “How afraid am I to lose a youth sports game?” Playing your weaker players can mean that the risk of losing goes up. It takes courage to give all players meaningful playing time!
- **Know and honor your league objectives.** Instructional play is about developing skills and playing time for all. In Competitive situations you can still be creative with playing time – “Mad Dogs.”

# Positive Motivation: Getting the Best From Athletes

## EMOTIONAL-TANK TOOLS FOR INDIVIDUALS

### Player of the Day

For the player who needs something extra: look for anything and everything positive you can say about this athlete. Ignore everything that isn't good. Shower the player with positivity the entire practice and enjoy the improved performance. Don't let the player know he or she is Player of the Day – you (and your co-coaches) just act that way.

### You're-the-Kind-of-Person-Who Statements

Reinforce positive traits such as resilience, a Teachable Spirit or being a good teammate: "I'm sure you were disappointed that you missed that shot, but one of the things I like about you is that you are the kind of person who...doesn't give up easily...learns from disappointments...picks up teammates when they're down."

### Develop Player-Coaches – Help Players Think Like a Coach!

**Ask Rather Than Tell:** Ask players what they would do in a situation. If they give a "wrong" answer, you can correct them, but first make them think. Ask players for input on decisions that affect the team. You can still decide but they will feel valued by being asked and may have insights to share.

### Magic Ratio – 5 Emotional Tank-Fillers for Every Criticism

Recognize athletes for what they do right, encourage their efforts, thank them for their contributions, listen to them, and give nonverbal signals (eye contact, head nods, high-5's and listening noises). This strengthens relationships and make athletes more coachable.

### See+ Say+ / Say+ See+ (Positivity can be infectious and See+ Say+ can be the virus.)

People tend to do what gets rewarded, and E-Tank fillers feel like rewards to those receiving them. If you see someone doing something you like, make a positive comment about it and you'll likely see more of it. If you want to see something positive, say something positive to make it more likely to happen.

## EMOTIONAL-TANK TOOLS FOR TEAMS

### Positive Charting with Look-For (This also works great in practice!)

Write each player's name on a pad with space to note the positive things they do in a game. To the right of each name, write "Look-For" where you will note a specific thing you want each to work on during the game (e.g., hustling back on defense). Try for about the same number of positives for each player (3-5 is good). Keep track during the game and start the next practice by reading aloud the good things each player did in the last game.

### 2-Minute Drill

Great when energy is lagging or E-Tanks are low! Set a time period and say only positive things during this time. Ignore things that aren't going well and work hard to find anything positive that you can truthfully say about their play. This is an injection of positive energy for your team.

### Buddy System

Pair players up before a drill and ask them to fill the E-Tank of their buddy. Then bring the team together for a short team conversation about who had their E-Tank filled by their buddy. They may take awhile to catch on to this so don't give up. Do this once each practice all season and soon every player will handily fill E-Tanks.



continues

## Tools from PCA Workshop on Positive Motivation, continued



BETTER ATHLETES  
BETTER PEOPLE

### Winners' Circle

At the end of every practice and game, gather your team in a circle and ask for people to recognize teammates for the things they did during the practice or game that helped the team. As the coach, make sure every player gets some recognition even if it comes from you.

### Mistake Ritual ("Perhaps the most powerful tool for improvement!")

A gesture-phrase, ideally chosen by the team, that athletes can use to transform the fear of making mistakes so they don't play timidly. Players flush mistakes down the toilet ("Flush it!"), "No sweat!" (wipe hand across forehead), "Brush it off!" (brush dust off one's shoulder). This allows athletes to quickly "reset" for the next play without beating themselves up with negative self-talk. A Mistake Ritual is powerful because it produces more aggressive players, and the more aggressive team usually wins.

## EMOTIONAL-TANK TOOLS FOR HARD CONVERSATIONS

### Teachable Moment Alert

Rather than dread hard conversations, coaches should welcome them as opportunities to change the trajectory of an athlete's life – when done without draining a player's Emotional Tank.

### Negative Feedback Gently Delivered

"Calm & Positive" is the goal. We can handle criticism and act on it more easily when it is delivered gently. If you are the kind of person who gets upset easily, develop a Self-Control Routine to calm yourself before delivering negative feedback. It can be simply counting backwards from 10, taking 2 deep breaths before allowing yourself to say anything, etc. You may even want to observe a 24-hour cooling off period in some situations.

### Receivable Criticism

Criticism is only valuable if it causes people to change. Some ways to make criticism more receivable:

- **Avoid non-teachable moments** – wait until a player has had time to recover emotionally from making a mistake.
- **Criticize in private – but not out of sight** (praise in public).
- **Ask permission** – "Judy, I noticed something that might improve your shooting. Are you open to hearing it?" If she says, "Yes," then great! If "No," honor that. Her curiosity may make her open to hearing it next time. This is not for something requiring immediate intervention, such as bad sportsmanship or safety.
- **If-Then Statements** – Research shows that If-Then statements are kid-friendly: "If you bend your knees when you shoot, then you'll get better range on your 3-point shots" works better than telling them what to do. If-Then statements help players feel in control, which makes them more open to criticism.
- **End with a positive** – A truthful and specific statement to send the player off with something to feel good about so he or she will be more likely to act on the feedback.

### Criticism Sandwich

Sandwich a criticism or correction between two positives. "I like how you keep your eyes on the basket when you shoot. If you bend your knees more, you'll get better range. And nice follow-through!" You've just given three pieces of feedback and made the criticism easier to take.

**For help dealing with any high school or youth sports issue, go to [PCADevZone.org](http://PCADevZone.org)**

# Mastery: Coaching for Peak Performance

## TOOLS FOR MAXIMIZING EFFORT

### Fun Activities

Look for ways to make drills fun. Occasionally do an activity purely for the fun it infuses into the practice session, even if it has little to do directly with the sport!

### Competition in Drills

Use plenty of drills that involve competition in some way. Most skill work can be turned into a competition!

### Effort Goals

Effort goals are more under a player's control than outcome goals. Because of this, effort goals are achievable and almost always lead to noticeable progress, which is motivating.

### Just-Right Challenge

Something that is one step above what someone can currently do. This type of goal is realistic, follows natural progression and reduces discouragement.

### Effort/Targeted Symbolic Rewards

Sometimes give awards that are based on outstanding effort, such as who consistently sprints onto and off of the field. Consider using effort rewards that are "symbolic," as opposed to having tangible value. For example, the "Dirty Shirt Award."

### Project joy

Always project to the players that you love the sport, coaching this team, and working hard to help the team succeed!

### Small wins

Make sure athletes are aware of progress, especially when it is hard for them to notice it.

### Control the Controllables

A coach emphasizing from day one that part of the "way we do things here" is focusing on things that we can control. This approach is central to the study and practice of sports psychology and is known to be the key to peak performance.

## TOOLS FOR MAXIMIZING LEARNING AND IMPROVEMENT

### ...yet!

Coaches often hear the phrase, "I can't..." from their athletes. To transform this fixed mindset statement into a growth mindset statement, ask athletes to simply add "yet!" "I can't do this!" vs. "I can't do this... yet!"

### Noticer of Effort

It is important for us to tell our athletes that we value effort more than talent. As a coach, you can reinforce this by becoming a "Noticer of Effort." Look for effort, and compliment it whenever you see it, no matter if the outcome was successful or not!

### Avoid "Just Keep Working"

When a player is indeed working hard over time, but still not improving, avoid sending the false message that "you just have to keep working hard."

### Process praise

In addition to praising effort, compliment athletes when they try new learning strategies, especially when they feel "stuck."



[continues](#)

## Tools from PCA Workshop on Mastery, continued



BETTER ATHLETES  
BETTER PEOPLE

### Stretch Goals

Stretch goals go beyond what people think they can achieve. Whether reached or not, stretch goals tend to push achievement beyond what was considered doable.

### GPS

The letters G-P-S represent steps in reaching your goals – Goal selection, Plan of action (strategies you'll pursue) and Shifting gears (when things don't go as planned).

## TOOLS FOR MAXIMIZING MISTAKES AS GROWTH OPPORTUNITIES

### Identify Underlying Cause

When mistakes happen, effort is subpar or performance is poor, a coach should try to determine the cause. Without this information, it is difficult for the coach to help the player do better.

### Mistake Ritual

A gesture-phrase an athlete uses to remind herself that "Mistakes are OK," and to communicate to self, teammates and coaches that she is putting the mistake behind her. For example, "Flush!"

### Encourage Assertive Mistakes

Consistently reward athletes for "making the assertive play," and help them identify when they are being tentative.

## TOOLS FOR CREATING A CARING CLIMATE ON YOUR TEAM

### +/- Ratio

The ideal coaching balance (5:1) between tank filling and tank draining that produces the best relationships, learning and performance.

### Daily Connection with every athlete

At every practice and game, make a connection with each athlete so he/she knows you care about him/her as an individual and as someone who does more than play a sport.

### Athlete/Guardian Roster

Gather the names of the athletes and their guardians and distribute to your team. This will encourage people to get to know one another and positively support the team.

### Drills using names

Especially early in the season, use drills that require athletes to use each others' names. For example, calling out the name of the teammate to whom you are passing the ball.

### Winners' Circle

At the end of every practice and game, gather your team and ask people to recognize teammates for the things they did that helped the team. As the coach, make sure every player gets some recognition even if it comes from you.

### Tank Filling!

Be a frequent filler of Emotional Tanks! Every practice and competition, find things you can use to fill your players' E-Tanks. Model tank-filling so your players will be more inclined to become tank fillers themselves.

For help dealing with any high school or youth sports issue, go to [PCADevZone.org](http://PCADevZone.org)

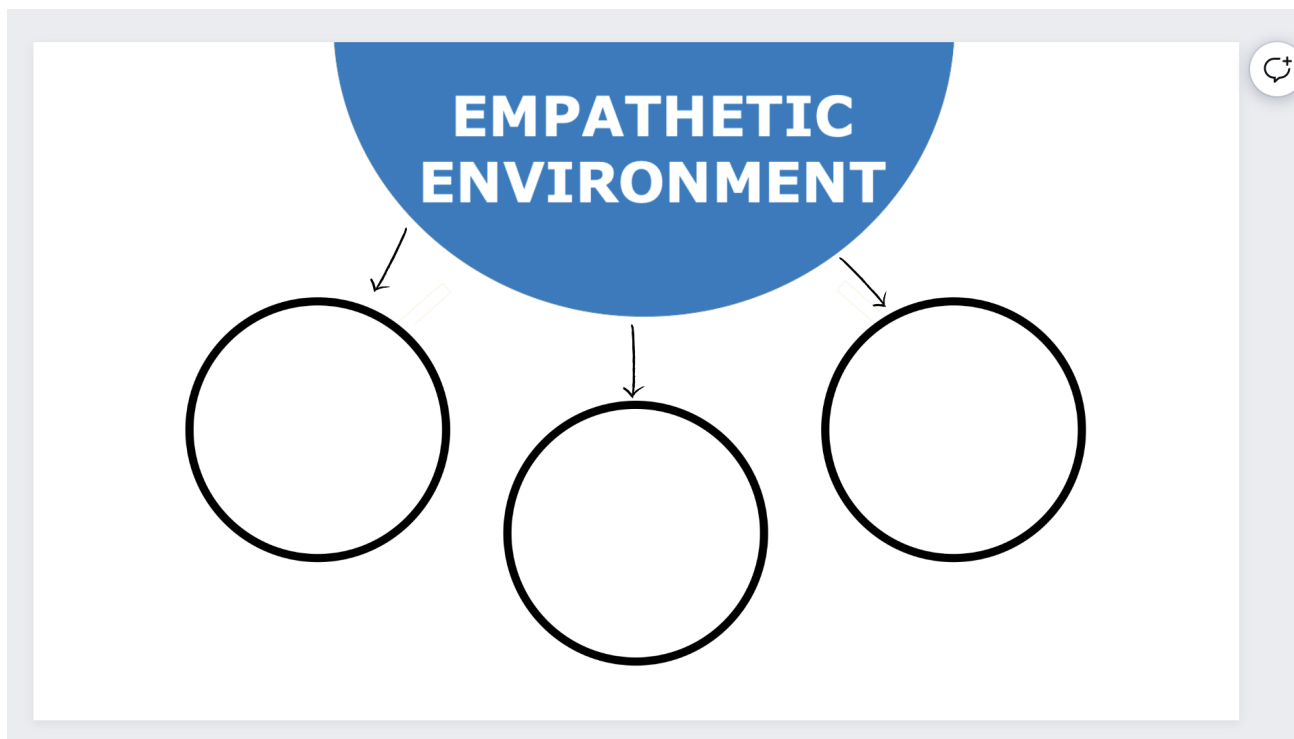
# Coaching with Empathy

What is Empathy ?

What behavioral or emotional challenges do you see in your athletes?

What stressors are kids experiencing?

What can coaches do to help kids recover from these stressors?



**Empathetic Environment = Youth Feel**

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continues



# Coaching with Empathy



Coaching With Empathy:

P A C T

BREATHE BELIEVE



REFLECT RECOGNIZE



LOOK



LISTEN



CONFIRM



CARE

Notes

For Additional Recourses visit PCA DevZone.ORG

- 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:** August 17, 2023

**PERSON(S) RESPONSIBLE:** Joshua Jorn, Interim 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 August-December 2023

Thursday Aug. 3	<b>Regular Board Meeting</b> ✓ Quarterly Facilities Project Updates* ✓ Review of Legal Services Costs	District Office/Virtual
Thursday Aug. 17	<b>Regular Board Meeting</b> ✓ Student Enrollment Update ✓ Property Tax Report	District Office/Virtual
Thursday Sept. 7	<b>Regular Board Meeting</b> ✓ Quarterly District Safety Update* ✓ CSBA Policy Update ✓ Cultural Proficiency/Equity Presentation	District Office/Virtual
Thursday Sept. 14	<b>Special Board Meeting</b> ✓ Board self-evaluation	District Office/Virtual
Thursday Sept. 21	<b>Regular Board Meeting</b> ✓ Williams Uniform Complaint Report ✓ Unaudited Actual Report	District Office/Virtual
Monday, October 2	<b>Special Board Meeting- Closed Session</b> ✓ Candidate selection- Superintendent	District Office
Thursday Oct. 5	<b>Regular Board Meeting</b> ✓ Superintendent Goals ✓ Week of the School Administrator ✓ CAASPP/ELPAC Review of Data ✓ Board Goals check-in	District Office/Virtual
Tuesday, Oct. 10	<b>Special Board Meeting- Closed Session</b> ✓ Candidate interviews- Superintendent	TBD
Thursday Oct. 26	<b>Regular Board Meeting</b> ✓ Quarterly District Safety Update* ✓ Budget Revision #1 on 2023-24 working budget (preliminary First Interim) ✓ CSBA Policy Update	District Office/Virtual
Thursday Nov. 2	<b>Regular Board Meeting</b> ✓ PGHS Course Bulletin Information/Discussion	District Office/Virtual
Thursday Nov. 16	<b>Regular Board Meeting</b> ✓ 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. 7	<b>Regular Board Meeting</b>	District Office/Virtual
Thursday Dec. 14	<b>Organizational Meeting</b> ✓ 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*

## TENTATIVE Board Meeting Calendar January-June 2024

Thursday Jan. 11	<b>Regular Board Meeting</b> ✓ Superintendent Goals- midyear check-in ✓ Preliminary Enrollment Projection for 2024-25 ✓ Property Tax Update	District Office/Virtual
Thursday Jan. 25	<b>Regular Board Meeting</b> ✓ CSBA Policy Update ✓ School Accountability Report Cards ✓ School Resource Officer Contract ✓ Resolution recognizing February as Black History Month ✓ Approve Aug.- Dec. 2024-25 Board Meeting Calendar	District Office/Virtual
Thursday Feb. 8	<b>Regular Board Meeting</b> ✓ Report on Governor's Budget Proposal ✓ Budget Development Calendar ✓ Possible Personnel Action Presented as Information (RIF) ✓ Preliminary Review of Site Master Schedules ✓ 2023-24 Audit Report ✓ Quarterly Facilities Project Updates* ✓ Resolution recognizing March as Women's History Month	District Office/Virtual
Thursday Mar. 7	<b>Regular Board Meeting</b> ✓ Second Interim	District Office/Virtual
Thursday Mar. 21	<b>Regular Board Meeting</b> ✓ TRAN Resolution ✓ Williams/Valenzuela Uniform Complaint Report ✓ Board considers legislative action at local and state levels	District Office/Virtual
Thursday Apr. 4	<b>Regular Board Meeting</b> ✓ Review of Strategic Plan and LCAP (as needed) ✓ Quarterly District Safety Update	District Office/Virtual
Thursday April 18	<b>Regular Board Meeting</b> ✓ Review of Strategic Plan and LCAP (as needed) ✓ Begin Superintendent Evaluation ✓ CSBA Policy Update ✓ Resolution recognizing May as Asian American Pacific Islander Heritage Month	District Office/Virtual
Thursday May 9	<b>Regular Board Meeting</b> ✓ Continue Superintendent Evaluation ✓ Board Goals for 2024-25 ✓ Review of Site Master Schedules ✓ California Day of the Teacher ✓ Week of the CSEA Employee	District Office/Virtual
Thursday May 23	<b>Regular Board Meeting</b> ✓ Complete Superintendent's Evaluation ✓ Superintendent Goals ✓ Review Governor's Revised Budget ✓ Suspensions/Expulsions Annual Report ✓ Retiree Recognition ✓ 2024-25 Budget Public Hearing ✓ LCAP Public Hearing ✓ Resolution recognizing June as LGBTQ+ Month	District Office/Virtual

Thursday June 6	<b>Regular Board Meeting</b> ✓ Williams/Valenzuela Uniform Complaint Report ✓ 2024-25 Budget Public Adoption ✓ LCAP and Local Indicators Adoption ✓ Approval of Contracts and Purchase Orders for 2024-25 ✓ Resolution recognizing Juneteenth	District Office/Virtual
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*\*Quarterly District Safety Update and Quarterly Facilities Projects Update as needed*

- |                                                                                   |                                                            |
|-----------------------------------------------------------------------------------|------------------------------------------------------------|
| <input checked="" type="checkbox"/> Student Learning and Achievement              | <input type="checkbox"/> Consent                           |
| <input type="checkbox"/> Health and Safety of Students and Schools                | <input type="checkbox"/> Action/Discussion                 |
| <input type="checkbox"/> Credibility and Communication                            | <input checked="" type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing                    |
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**SUBJECT:** Superintendent Salary Range

**DATE:** August 17, 2023

**PERSON(S) RESPONSIBLE:** Carolyn Swanson, Board President

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**RECOMMENDATION:**

The Administration recommends that the Board discuss and establish a Superintendent salary range.

**INFORMATION:**

Under direction from Leadership Associates, the Board may discuss potential salary range placement for future superintendent. Following discussion, the Board will provide Administration direction of the agreed upon salary range for Action at the subsequent Board meeting on Thursday, September 7, 2023.

- |                                                                                   |                                                            |
|-----------------------------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Student Learning and Achievement                         | <input type="checkbox"/> Consent                           |
| <input type="checkbox"/> Health and Safety of Students and Schools                | <input type="checkbox"/> Action/Discussion                 |
| <input type="checkbox"/> Credibility and Communication                            | <input checked="" type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing                    |

**SUBJECT:** Review of the 2022/23 Actual and 2023/24 Estimated Property Tax Revenues

**DATE:** August 17, 2023

**PERSON RESPONSIBLE:** Joshua Jorn, Interim Superintendent

**RECOMMENDATION:**

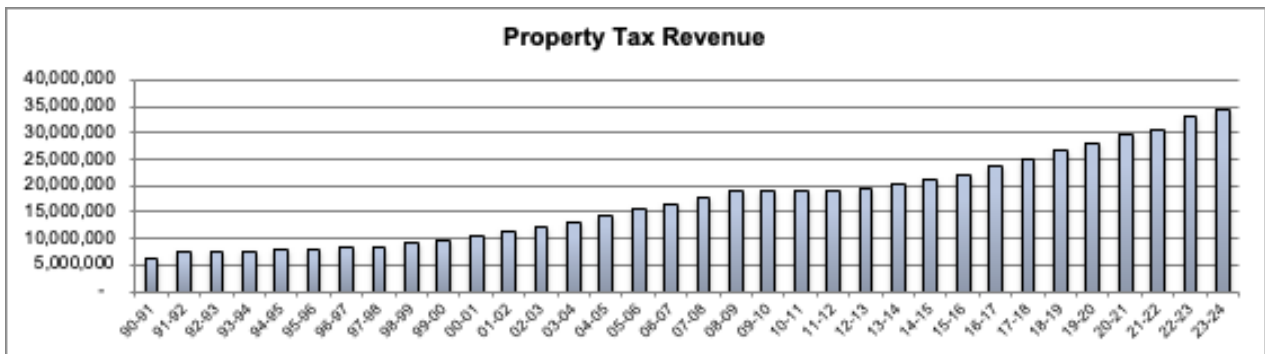
The District Administration recommends that the Board review the attached information regarding actual receipts of Property Tax Revenue for the 2022/23 fiscal year and projections for 2023/24 based on the latest County Assessed Valuation.

**BACKGROUND:**

Property tax revenues are received throughout the year, with the largest portions being posted in the months of December (about 54%) and April (about 33%). The remaining 13% of property taxes are received in various amounts throughout the year.

Trends of property tax revenues:

- From 1991-92 through 2008-09, the District experienced consistent growth in property tax revenues, which increased by an average of 5.85% per year
- In 2009-10, the trend for Property Tax Revenues turned downward, and this resulted in decreases in revenues of - \$42,105 (-0.22%) in 2009-10, and -\$236,236 (-1.24%) in 2010-11
- In 2011-12, property tax revenue once again started increasing, and over the 10-year period, the average growth was about 4.51%



**INFORMATION:****2022/23 Actual Property Taxes:**

- How did Property Taxes increase compared to the prior year?
  - Actual property tax revenues for **2022/23 were \$33,382,692**, compared to 2021/22.
  - This was an **increase of \$2,585,531** (up 8.39%).
  - The percentage of assessed valuation growth was much higher than normal as there were deferral receipts received by the County Treasury on commercial taxes from the pandemic that hyper inflated growth.
- Did Property Taxes meet budgeted expectations?
  - The amount exceeded budget projections.
  - In the 2022/23 Adopted Budget (June 2022), the estimated property tax receipts were \$32,200,377.
  - In the 2022/23 Revised Budget (October 2022), the estimated receipts went up to \$33,161,988, an **increase of \$961,611**.
  - As of the closing of the 2022/23 books (July 2023), the actual receipts were \$33,382,692.
  - This resulted in an **increase over 2022/23 Budget Revision of \$220,704** which is **0.5% higher** than Revised Budget projections.

**20223/24 Property Tax projections:**

- What was the projection for the 2023/24 property taxes?
  - The 2023/24 Adopted Budget **projected property tax revenue at \$35,121,203**.
- Have the projections changed for 2023/24 as of today (August 17th Board Meeting)?
  - No. The County Tax Assessor's Office has PGUSD Property Tax increase over 2022/23 actuals projected at **\$35,121,203 which is 5.25% over 2022/23**.
  - Future assessment will come from any changes in assessed valuation as home sales increase/decrease and mortgage rate fluctuation.
  - PGUSD will bring new projections at the October 2023 Budget Revision.

Please see attached spreadsheets which show Assessed Valuation and Property Tax revenues, and Fiscal 12 Report showing Actual vs. Budgeted cash receipts,

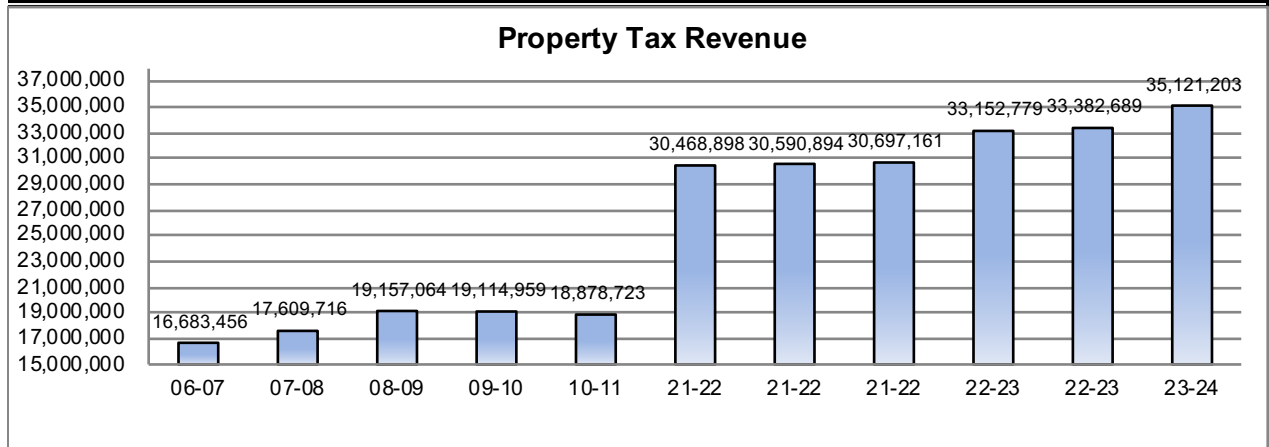
**FISCAL IMPACT:**

There was an increase of \$220,704, actual property tax receipts from the 2022/23 Revised Budget, and a projected increase of 5.25% or \$1,738,510 in new property taxes for 2023/24.



# Property Tax Revenue

	4.15%	4.57%	3.48%	8.00%	8.39%	5.25%
	2021-22	2021-22	2021-22	2022-23	2022-23	2023-24
	Adopted Bdgt	Est. -10/28	Actuals	Est - 10/20	Actuals	Adopeted Bdgt.
<b>July</b>	-	-	-	-	-	-
Year-to-Date	-	-	-	-	-	-
<b>August</b>	-	-	-	-	-	-
Year-to-Date	-	-	-	-	-	-
<b>September</b>	99,117	113,080	85,291	92,114	-	-
Year-to-Date	99,117	113,080	85,291	92,114	-	-
<b>October</b>	-	-	-	-	84,668	89,113
Year-to-Date	99,117	113,080	85,291	92,114	84,668	89,113
<b>November</b>	1,096,797	1,057,702	1,327,911	1,434,144	1,417,723	1,478,076
Year-to-Date	1,195,914	1,170,782	1,413,202	1,526,258	1,502,391	1,581,267
<b>December</b>	15,843,632	16,387,310	16,471,008	17,788,689	17,844,023	18,780,834
Year-to-Date	17,039,545	17,558,092	17,884,211	19,314,947	19,346,414	20,348,024
percent change	4.15%	7.32%	5.03%	8.00%	0.16%	5.35%
<b>January</b>	698,930	289,118	331,670	358,204	314,679	331,200
Year-to-Date	17,738,475	17,847,210	18,215,881	19,673,151	19,661,093	20,679,223
percent change	4.15%	4.79%	5.25%	8.00%	-0.06%	5.11%
<b>February</b>	787,135	678,468	698,073	753,919	760,950	800,900
Year-to-Date	18,525,610	18,525,678	18,913,954	20,427,070	20,422,043	21,480,123
percent change	4.15%	4.15%	5.28%	8.00%	-0.02%	5.16%
<b>March</b>	662,126	893,967	794,324	857,870	856,129	901,076
Year-to-Date	19,187,736	19,419,645	19,708,278	21,284,940	21,278,172	22,381,199
percent change	4.15%	5.41%	4.65%	8.00%	-0.03%	5.15%
<b>April</b>	10,659,167	10,423,514	10,167,265	10,980,491	11,284,001	11,876,411
Year-to-Date	29,846,904	29,843,159	29,875,543	32,265,432	32,562,173	34,257,610
percent change	4.15%	4.14%	3.23%	8.00%	0.92%	6.17%
<b>May</b>	120,959	84,602	72,767	78,588	56,333	59,290
Year-to-Date	29,967,862	29,927,761	29,948,310	32,344,020	32,618,506	34,316,901
percent change	4.15%	4.01%	3.19%	8.00%	0.85%	6.10%
<b>June</b>	501,035	663,133	748,851	808,760	764,183	804,303
Year-to-Date	30,468,898	30,590,894	30,697,161	33,152,779	33,382,689	35,121,203
percent change	4.15%	4.57%	3.48%	8.00%	0.69%	5.94%
<b>Total</b>	<b>30,468,898</b>	<b>30,590,894</b>	<b>30,697,161</b>	<b>33,152,779</b>	<b>33,382,689</b>	<b>35,121,203</b>
<b>New Rev over PFY</b>	<b>1,214,075</b>	<b>1,336,072</b>	<b>1,030,917</b>	<b>2,455,618</b>	<b>2,585,531</b>	<b>1,738,514</b>
percent change	4.15%	4.57%	3.48%	8.06%	8.39%	5.25%



Fund 01 - Actuals through June		Fiscal Year 2022/23							
	Object	Beginning Balance	July	August	September	October	November	December	
<b>A. BEGINNING CASH</b>		9110	8,723,177.75	13,983,327.36	10,565,135.13	8,492,841.78	5,873,736.88	4,769,734.79	
<b>B. RECEIPTS</b>									
LCFF Revenue Sources									
Principal Apportionment		8010-8019	375,819.00	375,819.00	471,276.00	375,832.00			
Property Taxes		8020-8079				84,668.88	1,417,723.07	17,844,023.10	
Miscellaneous Funds		8080-8099							
Federal Revenues		8100-8299	62,387.30	64,978.00		187,363.90		34,368.00	
Other State Revenues		8300-8599	65,448.00	275,192.88	78,538.00	283,827.49	465,787.00	518,750.00	
Other Local Revenues		8600-8799	107,297.40	63,879.05	232,222.03	488,655.47	296,665.96	221,882.08	
Interfund Transfers In		8910-8929							
All Other Financing Sources		8930-8979							
Undefined Objects									
<b>TOTAL RECEIPTS</b>			.00	610,951.70	779,868.93	782,036.03	1,420,347.74	2,180,176.03	18,619,023.18
<b>C. DISBURSEMENTS</b>									
Certificated Salaries		1000-1999	178,704.78	1,789,607.18	1,836,411.88	1,864,987.95	1,827,856.27	1,869,677.12	
Classified Salaries		2000-2999	346,459.35	634,494.34	667,887.73	667,059.27	681,381.87	689,946.44	
Employee Benefits		3000-3999	178,533.84	735,353.33	683,146.47	978,534.37	757,427.57	853,135.22	
Books and Supplies		4000-4999	72,108.80	275,209.65	120,284.31	89,640.77	64,463.60	53,064.40	
Services		5000-5999	111,275.46	438,215.24	134,832.10	345,416.31	199,603.90	181,841.90	
Capital Outlay		6000-6599			5,000.00		16,845.38		
Other Outgo		7000-7499	7,056.99	7,056.99	12,581.78	12,214.88-	6,494.41	4,607.07	
Interfund Transfers Out		7600-7629							
All Other Financing Uses		7630-7699							
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>			.00	894,139.22	3,879,936.73	3,460,144.27	3,933,423.79	3,554,073.00	3,652,272.15
<b>D. BALANCE SHEET ITEMS</b>									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury		9111-9199	211,671.22			216,671.22-			
Accounts Receivable		9200-9299	1,927,205.63-	608,418.62	500,355.65	465,585.42	157,432.11-	110,798.23	1,046.00
Due From Other Funds		9310	112,088.86-		112,088.88				.02-
Stores		9320							
Prepaid Expenditures		9330	2,352.00-	2,402.00			50.00-		
Other Current Assets		9340							
Deferred Outflows of Resrcs		9490							
Undefined Objects									
<b>SUBTOTAL ASSETS</b>			1,829,975.27-	610,820.62	612,444.53	465,585.42	374,153.33-	110,798.23	1,045.98
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 46, Actuals Thru Period = 12, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 01 - Actuals through June		Fiscal Year 2022/23							
	Object	Beginning Balance	July	August	September	October	November	December	
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599	1,434,315.20	1,320,096.19-	286,511.66-	140,627.34	264,253.57	159,096.65	165,201.60	
Due To Other Funds	9610	365,539.54		369,512.84-				3,973.30	
Current Loans	9640		6,315,000.00						
Unearned Revenues	9650	333,458.72	62,387.30-	274,306.88-		3,235.46			
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		2,133,313.46	4,932,516.51	930,568.96-	140,229.47	268,124.48	159,096.65	165,115.49	
<b>Nonoperating</b>									
Suspense Clearing	9910			237.58-	397.87-	635.45		4,059.41-	
<b>TOTAL BALANCE SHEET ITEMS</b>		303,338.19	5,543,337.13	318,124.43-	605,814.89	106,028.85-	269,894.88	166,161.47	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D			5,260,149.61	3,418,192.23-	2,072,293.35-	2,619,104.90-	1,104,002.09-	15,132,912.50	
<b>F. ENDING CASH (A + E)</b>									
			13,983,327.36	10,565,135.13	8,492,841.78	5,873,736.88	4,769,734.79	19,902,647.29	
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

Fund 01 - Actuals through June		Fiscal Year 2022/23							
	Object	January	February	March	April	May	June	Total	Budget
<b>A. BEGINNING CASH</b>	9110	19,902,647.29	17,492,395.82	15,310,137.61	12,907,347.06	15,009,213.78	12,232,038.48		
<b>B. RECEIPTS</b>									
LCFF Revenue Sources									
Principal Apportionment	8010-8019	245,785.00	170,371.00	248,875.00	170,371.00	170,371.00	170,371.00	2,774,890.00	2,876,518.00
Property Taxes	8020-8079	314,679.06	760,950.33	856,129.52	11,284,001.31	56,333.38	764,183.60	33,382,692.25	32,784,418.00
Miscellaneous Funds	8080-8099						358,831.00-	358,831.00-	374,276.00-
Federal Revenues	8100-8299	243,203.27	18,451.00	4,271.00	195,779.38	33,017.00	499,448.63	1,343,267.48	2,007,132.36
Other State Revenues	8300-8599	92,699.17	23,848.00	147,217.88	417,967.00	507,458.24	348,926.81	3,225,660.47	4,101,572.85
Other Local Revenues	8600-8799	190,422.46	243,029.75	83,094.18	278,160.68	138,971.95	337,278.89	2,681,559.90	2,555,838.03
Interfund Transfers In	8910-8929								
All Other Financing Sources	8930-8979								
Undefined Objects				400,000.00-				400,000.00-	
<b>TOTAL RECEIPTS</b>		1,086,788.96	1,216,650.08	939,587.58	12,346,279.37	906,151.57	1,761,377.93	42,649,239.10	43,951,203.24
<b>C. DISBURSEMENTS</b>									
Certificated Salaries	1000-1999	1,804,206.55	1,815,927.09	1,819,835.23	1,859,139.54	1,920,569.48	1,392,277.09	19,979,200.16	18,952,741.82
Classified Salaries	2000-2999	656,407.85	680,905.07	694,514.34	704,061.99	750,233.86	1,046,239.00	8,219,591.11	8,419,311.42
Employee Benefits	3000-3999	753,318.24	756,370.74	759,696.91	767,950.61	794,527.18	663,177.82	8,681,172.30	10,102,924.60
Books and Supplies	4000-4999	59,020.90	121,216.80	104,126.66	39,269.90	187,896.54	172,636.62	1,358,938.95	2,275,850.57
Services	5000-5999	242,639.45	364,702.36	280,763.73	308,466.39	233,448.38	839,158.75	3,680,363.97	5,923,480.07
Capital Outlay	6000-6599	5,000.00					72,073.30	98,918.68	129,289.00
Other Outgo	7000-7499	60.00	18,491.97-	24,087.77	9,531.73	43,587.56-	61,921.75	59,104.08	37,505.67-
Interfund Transfers Out	7600-7629								419,635.00
All Other Financing Uses	7630-7699								
Undefined Objects									
<b>TOTAL DISBURSEMENTS</b>		3,520,652.99	3,720,630.09	3,683,024.64	3,688,420.16	3,843,087.88	4,247,484.33	42,077,289.25	46,185,726.81
<b>D. BALANCE SHEET ITEMS</b>									
<u>Assets and Deferred Outflows</u>									
Cash Not In Treasury	9111-9199				6,559,180.00-		9,398.64-	6,785,249.86-	
Accounts Receivable	9200-9299	136,157.48-	163,492.00	155,775.04	163,141.36-	1,988.24	79,102.61	1,629,830.86	
Due From Other Funds	9310							112,088.86	
Stores	9320								
Prepaid Expenditures	9330						5,114.71-	2,762.71-	
Other Current Assets	9340								
Deferred Outflows of Resrcs	9490								
Undefined Objects									
<b>SUBTOTAL ASSETS</b>		136,157.48-	163,492.00	155,775.04	6,722,321.36-	1,988.24	64,589.26	5,046,092.85-	
(continued)									

Selection Grouped by Org, Fund, Filtered by (Org = 46, Actuals Thru Period = 12, Use SACS? = Y, Restricted? = Y, Cash JE Only? = N, Separate? = Y)

ESCAPE ONLINE

Fund 01 - Actuals through June		Fiscal Year 2022/23							
	Object	January	February	March	April	May	June	Total	Budget
<b>Liabilities and Deferred Inflows</b>									
Accounts Payable	9500-9599	155,710.63	158,638.57	184,871.47	166,328.87	157,772.77	154,756.62-	208,863.00-	
Due To Other Funds	9610							365,539.54-	
Current Loans	9640						6,315,000.00-		
Unearned Revenues	9650						43,760.61	289,698.11-	
Deferred Inflows of Resrcs	9690								
Undefined Objects									
<b>SUBTOTAL LIABILITIES</b>		159,770.04	158,229.80	184,871.47	166,328.87	157,772.77	6,425,587.24-	864,100.65-	
<b>Nonoperating</b>									
Suspense Clearing	9910	4,059.41	408.77-				408.77		
<b>TOTAL BALANCE SHEET ITEMS</b>		23,612.56	321,721.80	340,646.51	6,555,992.49-	159,761.01	6,360,997.98-	5,910,193.50-	
<b>E. NET INCREASE/DECREASE</b>									
B - C + D		2,410,251.47-	2,182,258.21-	2,402,790.55-	2,101,866.72	2,777,175.30-	8,847,104.38-	5,338,243.65-	2,234,523.57-
<b>F. ENDING CASH (A + E)</b>		17,492,395.82	15,310,137.61	12,907,347.06	15,009,213.78	12,232,038.48	3,384,934.10		
<b>G. Ending Cash, Plus Cash Accruals and Adjustments</b>									

- |                                                                                   |                                                            |
|-----------------------------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Student Learning and Achievement                         | <input type="checkbox"/> Consent                           |
| <input type="checkbox"/> Health and Safety of Students and Schools                | <input type="checkbox"/> Action/Discussion                 |
| <input type="checkbox"/> Credibility and Communication                            | <input checked="" type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing                    |
- 

**SUBJECT:** Developer Fee Study

**DATE:** August 17, 2023

**PERSON RESPONSIBLE:** Joshua Jorn, Interim Superintendent

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**RECOMMENDATION:**

The District Administration recommends that the Board review the attached information related to Developer Fee's and a Developer Fee Study.

**BACKGROUND:**

The District has never levied any developer fees in the past. Upon review of the criteria and justifications, the District is in a favorable position to levy Level I developer fees.

Developer fees are fees that are paid by property owners and developers to school districts to mitigate the impact of new developments which may result in the need for either additional or modernization of school facilities to house the students generated.

Because of the high cost associated with school facility projects and the District's limited budget, outside funding sources are required for school projects. State and local funding sources for the construction and/or reconstruction of school facilities are limited.

Fees are typically paid to the school district as a condition of a property developer or owner obtaining a building permit from the city or county for a construction project.

**INFORMATION:**

Level I (Developer Fee Justification Study) fees are established by the State and are considered the basic mitigation fee.

Justification for the fee can be shown if anticipated residential, commercial and industrial development within a district will impact it with additional students.

The justification for levying fees is required to address three basic links between the need for facilities and new development. These links or nexus are:

1. Burden Nexus: A district must identify the number of students anticipated to be generated by residential, commercial and industrial development. In addition, the district shall identify the school facility and cost impact of these students.
2. Cost Nexus: A district must demonstrate that the fees to be collected from residential, commercial and industrial development will not exceed the cost of providing school facilities for the students to be generated from the development.
3. Benefit Nexus: A district must show that the construction or reconstruction of school facilities to be funded by the collection of developer fees will benefit the students generated by residential, commercial and industrial development.

The State Allocation Board (SAB) under the Division of General Services is the elected body who adjusts the rates every two years. The current rates adopted in February 2022, are **\$4.79** per square foot for residential construction and **\$.78** per square foot for commercial/industrial construction.

Attached please find a timeline for Developer Fee Study review and consideration.

**FISCAL IMPACT:**

School Works performed an updated 2023/24 Developer Fee Study in June 2023 and cost the District \$4,500 which includes presentation and associated public hearing.

## Level 1 Timelines and Procedures for Adoption

### Procedure for Adopting Level One Developer Fee Justification Study (Government Code Section 6062(a).)

TIMELINE: Level One Developer Fee Study	
<u>Final Date</u>	<u>Event</u>
At least 15 calendar days before meeting:	<b>Notice of hearing:</b> <b>First</b> publication in the local newspaper. Also, place notice on the District's website.
At least 14 calendar days before meeting:	Send a copy of the Developer Fee Justification Study to parties that have requested Notice of any adjustment to the Developer Fees before the presentation of the Study to the Governing Board for adoption.
At least 10 calendar days before meeting:	<p><b>Notice of hearing:</b> <b>Second</b> publication in the local newspaper.</p> <p>Send a Notice of the Public Hearing to City and County Planning Departments and any parties requesting to be notified.</p> <p>Study made available for public inspection</p>
3 calendar days before meeting:	Notice relating to public hearing included in Board agenda.
Meeting:	Board holds public hearing and adopts appropriate Resolution(s) to levy developer fees
2 calendar days after meeting:	Notify City <u>and</u> County of adoption of Resolution with related documentation
60 calendar days after meeting:	Effective date of fee increase



- |                                                                                   |                                                            |
|-----------------------------------------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> Student Learning and Achievement                         | <input type="checkbox"/> Consent                           |
| <input type="checkbox"/> Health and Safety of Students and Schools                | <input type="checkbox"/> Action/Discussion                 |
| <input checked="" type="checkbox"/> Credibility and Communication                 | <input checked="" type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing                    |

**SUBJECT:** Review of District Enrollment For The First Day of School And Overall Projections for 2023/24

**DATE:** August 17, 2023

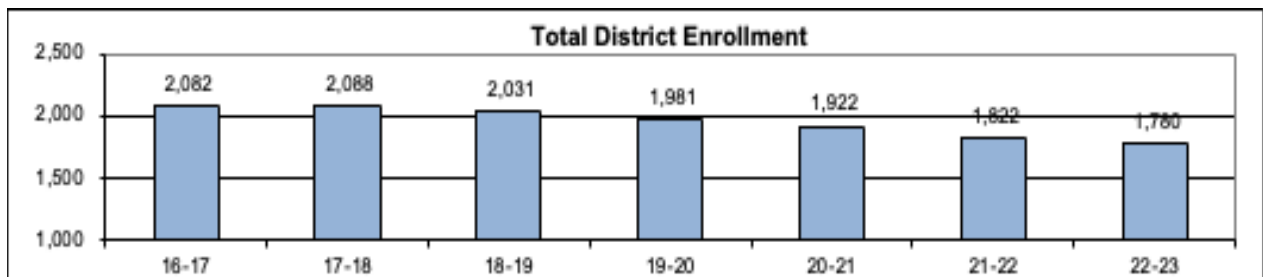
**PERSON RESPONSIBLE:** Joshua Jorn, Interim Superintendent

**RECOMMENDATION:**

The District Administration recommends that the Board review the attached information regarding enrollment for the first day of school and overall projections for 2023/24.

**BACKGROUND:**

For a 10-year period, the actual CBEDS enrollment numbers are as follows (see attachment 1):



**INFORMATION:**

Total projected District enrollment for 2023/24 is **1766**, which notes the increase due to increased enrollment at the TK/K grade levels (See attachment 2)

As of August 9<sup>th</sup>, the first day of school, the number of students reported was **1776**. There could be a delay of a few students placed in the student information system, Synergy, when this report was produced. Due to the timing of production of the Board packet, actuals may not be reported until the next period.

Observations as of August 9th, 2023, the first day of school:

- 1) **Forest Grove Elementary** now has (1) Transitional Kindergarten (TK) class
  - TK - 24 students
  - Kinder - 40 Students
  - Grade 1 - 35 Students
  - Grade 2 - 67 Students
  - Grade 3 - 61 Students
  - Grade 4 - 70 Students
  - Grade 5 - 61 Students
  - Special Day Class - 15 students
  - Total FGE enrollment is at 357**, as compared to 381 on Day 1 2022
  
- 2) **Robert H. Down Elementary** now has (1) new Transitional Kindergarten (TK) class
  - TK - 23 students
  - Kinder - 44 Students
  - Grade 1 - 62 Students
  - Grade 2 - 71 Students
  - Grade 3 - 57 Students
  - Grade 4 - 68 Students
  - Grade 5 - 77 Students
  - Moderate/Severe - 11 students
  - Total RDH enrollment is at 419 students**, as compared to 400 on Day 1 in 2022
  
- 3) **P.G. Middle School enrollment is 449 students**, as compared to 382 on Day 1 in 2022
- 4) **P.G. High School enrollment is 512 students**, as compared to 542 on Day 1 in 2022
- 5) **P.G. Community High School has 13 students**, as compared to 16 on Day 1 in 2022

**FISCAL IMPACT:**

Changes in enrollment have no significant impact on revenues because the District receives its funding primarily from local property taxes. However, one-time state block grant funds and annual lottery revenue will be impacted by continuous declining enrollment and ADA.

Pacific Grove Unified School District

**Enrollment - 2022-23**

	Jul	Aug 4	Aug 10	Sep 15	Oct 5	Nov	Dec	Jan	Feb	Mar	Apr	May	
<b>Forest Grove</b>		1st Day	5th Day		CBEDs	17th	10th	20th	10th	15th	21st	20th	
TK	2.00	-	29	28	-	28	27	27	28	28	28	29	27
	sped=0	-	14.5	14.0	-	14.0	13.5	13.5	14.0	14.0	14.0	14.5	13.5
K	2.00	-	34	35	-	39	39	39	40	40	41	39	39
Boston	sped=1	-	17.0	17.5	-	19.5	19.5	19.5	20.0	20.0	20.5	19.5	19.5
1	3.00	-	64	66	-	65	64	64	66	67	64	65	65
Boston	sped=1	-	21.3	22.0	-	21.7	21.3	21.3	22.0	22.3	21.3	21.7	21.7
2	3.00	-	60	60	-	60	60	60	62	63	61	60	60
Boston	sped=1	-	20.0	20.0	-	20.0	20.0	20.0	20.6	21.0	20.3	20.0	20.0
3	3.00	-	70	71	-	73	70	70	74	73	71	70	69
Boston	sped=2	-	23.3	23.7	-	24.3	23.3	23.3	24.6	24.3	23.7	23.3	23.0
4	3.00	-	60	60	-	66	60	59	64	63	57	59	59
Kelly	sped=4	-	20.0	20.0	-	22.0	20.0	19.7	21.3	21.0	19.0	19.6	19.6
5	3.00	-	64	67	-	71	67	67	71	70	66	64	64
Kelly	sped=4	-	21.3	22.3	-	23.7	22.3	22.3	23.6	23.3	22.0	21.3	21.3
<b>Total</b>	<b>19.00</b>	<b>-</b>	<b>381</b>	<b>387</b>	<b>-</b>	<b>402</b>	<b>387</b>	<b>386</b>	<b>405</b>	<b>404</b>	<b>388</b>	<b>386</b>	<b>383</b>
<b>Avg Class Size</b>	<b>-</b>	<b>-</b>	<b>20.1</b>	<b>20.4</b>	<b>-</b>	<b>21.2</b>	<b>20.4</b>	<b>20.3</b>	<b>21.3</b>	<b>21.3</b>	<b>20.9</b>	<b>20.3</b>	<b>20.2</b>
<b>SE (SDC)</b>	<b>2.00</b>	<b>-</b>	<b>13</b>	<b>12</b>	<b>-</b>	<b>7.5</b>	<b>8.5</b>	<b>8.5</b>	<b>8.5</b>	<b>8.5</b>	<b>8.5</b>	<b>9.0</b>	<b>9.0</b>
<b>Robert Down</b>													
K	3.00	-	55	56	-	60	60	60	61	61	61	61	61
Bloomer	sped=1	-	18.3	18.7	-	20.0	20.0	20.0	20.3	20.3		20.3	20.3
1	3.00	-	67	67	-	67	67	67	68	68	69	69	69
Bloomer	sped=1	-	22.3	22.3	-	22.3	22.3	22.3	22.7	22.7		23.0	23.0
2	3.00	-	57	57	-	60	60	60	59	59	60	61	61
Bloomer	sped=3	-	19.0	19.0	-	20.0	20.0	20.0	19.6	19.6		20.3	20.3
3	3.00	-	66	65	-	68	68	68	70	71	70	70	70
Bloomer	sped=1	-	22.0	21.7	-	22.7	22.7	22.7	23.3	23.6		23.3	23.3
4	4.00	-	85	80	-	79	79	80	78	78	78	77	77
Bloomer	sped=0	-	21.3	20.0	-	19.8	19.8	20.0	19.5	19.5		25.6	25.6
5	3.00	-	70	71	-	74	74	74	75	75	74	75	75
	sped=3	-	23.3	23.7	-	24.7	24.7	24.7	25.0	25.0		24.6	24.6
<b>Total</b>	<b>19.00</b>	<b>-</b>	<b>400</b>	<b>396</b>	<b>-</b>	<b>408</b>	<b>408</b>	<b>409</b>	<b>411</b>	<b>412</b>	<b>412</b>	<b>413</b>	<b>413</b>
<b>Avg Class Size</b>	<b>-</b>	<b>-</b>	<b>21.1</b>	<b>20.8</b>	<b>-</b>	<b>21.5</b>	<b>20.4</b>	<b>20.5</b>	<b>20.6</b>	<b>21.7</b>	<b>21.7</b>	<b>21.7</b>	<b>21.7</b>
<b>SE/Reading</b>	<b>1.00</b>	<b>0.0</b>	<b>5.0</b>	<b>5.0</b>	<b>0.0</b>	<b>5.0</b>	<b>5.0</b>	<b>5.5</b>	<b>5.5</b>	<b>5.5</b>	<b>5.5</b>	<b>5.0</b>	<b>5.0</b>
<b>Middle School</b>													
6	-	-	131	131	-	150	152	152	154	153	151	153	153
7	-	-	132	132	-	140	140	140	141	142	143	141	141
8	-	-	119	119	-	130	130	130	131	130	129	131	131
<b>Total MS</b>	<b>27.20</b>	<b>-</b>	<b>382</b>	<b>382</b>	<b>-</b>	<b>420</b>	<b>422</b>	<b>422</b>	<b>426</b>	<b>425</b>	<b>423</b>	<b>425</b>	<b>425</b>
<b>Avg Class Size</b>	<b>-</b>	<b>-</b>	<b>14.0</b>	<b>14.0</b>	<b>-</b>	<b>16.2</b>	<b>16.2</b>	<b>16.2</b>	<b>16.4</b>	<b>16.3</b>	<b>16.2</b>	<b>15.6</b>	<b>15.6</b>
<b>High School</b>													
9	-	-	157	157	-	133	132	132	133	132	131	131	131
10	-	-	118	118	-	159	161	160	158	157	154	155	154
11	-	-	132	132	-	117	114	114	112	111	110	109	109
12	-	-	135	146	-	132	132	132	129	129	129	128	128
<b>Total HS</b>	<b>34.00</b>	<b>-</b>	<b>542</b>	<b>553</b>	<b>-</b>	<b>541</b>	<b>539</b>	<b>538</b>	<b>532</b>	<b>529</b>	<b>524</b>	<b>523</b>	<b>522</b>
<b>Avg Class Size</b>	<b>-</b>	<b>-</b>	<b>15.9</b>	<b>16.3</b>	<b>-</b>	<b>16.4</b>	<b>16.3</b>	<b>16.3</b>	<b>15.6</b>	<b>15.6</b>	<b>15.9</b>	<b>15.4</b>	<b>15.4</b>
<b>Community High School</b>													
<b>Total CHS</b>	<b>-</b>	<b>-</b>	<b>16</b>	<b>16</b>	<b>-</b>	<b>11</b>	<b>11</b>	<b>14</b>	<b>15</b>	<b>14</b>	<b>15</b>	<b>13</b>	<b>12</b>
<b>Total District</b>	<b>-</b>	<b>-</b>	<b>1,739</b>	<b>1,751</b>	<b>-</b>	<b>1,795</b>	<b>1,781</b>	<b>1,769</b>	<b>1,789</b>	<b>1,784</b>	<b>1,776</b>	<b>1,774</b>	<b>1,769</b>
<b>Change</b>	<b>-</b>	<b>-</b>	<b>(135)</b>	<b>(119)</b>	<b>(1,900)</b>	<b>(105)</b>	<b>(160)</b>	<b>(162)</b>	<b>(142)</b>	<b>(179)</b>	<b>(193)</b>	<b>(2)</b>	<b>(5)</b>

# PGUSD Enrollment

## INFORMATION/DISCUSSION D

		Actuals										CBEDS 2/2023	Actual	Diff
YR		13/14	14/15	15/16	16/17	17/18	18/19	19/20	20/21	21/22	Estimated 22-23	22-23		
Forest Grove	TK	22	27	26	28	27	26	25	17	18	22	28	-6	
	K	64	78	78	85	85	85	88	59	71	71	40	31	
	1	68	84	82	73	86	58	62	66	61	71	67	4	
	2	71	69	66	80	66	89	60	66	64	61	63	-2	
	3	67	69	70	72	77	63	84	61	58	64	73	-9	
	4	89	75	71	68	76	73	55	83	70	58	63	-5	
	5	77	78	77	66	66	70	69	61	68	70	70	0	
Total FGE		436	433	444	444	436	418	398	396	392	417	404	19	
Robert Down	TK													
	K	70	76	68	87	76	81	66	61	72	72	61	11	
	1	91	72	85	78	90	73	86	72	62	72	68	4	
	2	90	79	79	78	81	88	74	88	70	62	59	-3	
	3	72	85	87	73	76	76	92	75	82	70	71	-1	
	4	87	72	86	93	73	79	73	79	71	82	78	4	
	5	77	84	69	81	93	64	79	67	76	71	75	-4	
Total RHD		487	468	472	490	489	461	470	442	433	429	412	17	
TK Totals	TK	22	27	26	28	27	26	25	17	18	22	28	-6	
Elem Totals	K-4th	769	739	770	787	766	745	720	710	681	683	637	46	
Elem Totals	5th	154	162	146	147	159	134	148	128	144	141	145	-4	
PGMS	6	174	153	188	131	155	174	131	151	127	144	153	-9	
	7	162	163	164	186	161	144	180	133	139	127	142	-15	
	8	148	156	160	158	184	167	140	181	126	139	130	9	
Total PGMS		484	472	512	495	500	485	451	465	392	410	425	-15	
PGHS	9	153	160	164	170	169	184	168	136	163	126	132	-6	
	10	167	151	155	152	170	150	171	157	123	163	157	6	
	11	140	151	147	138	144	148	138	154	141	123	111	12	
	12	135	134	147	142	135	138	141	136	145	141	129	12	
Total PGHS		595	596	613	602	618	620	618	583	572	553	529	24	
CHS	9th - 12th	27	19	16	23	18	21	19	19	15	15	15	0	
Total CHS		27	19	16	23	18	21	19	19	15	15	15	0	
District Total											1824	1785		

		2023-2024 Projections using Cohort Survival Method					
YR		1 Year	2 Year	5 Year	10 Year	Roll Grade	
Forest Grove	TK	20	20	20	20	20	TK - Projected
	K	60	55	60	69	60	K - Using 5 Year Avg
	1	62	40	38	38	39	
	2	68	64	66	65	65	
	3	68	56	58	58	60	
	4	69	78	72	75	73	
	5	68	60	63	63	66	
Total FGE		396	353	357	368	363	
Robert Down	TK	20	20	20	20	20	TK - Projected
	K	68	66	68	74	68	K - Using 5 Year Avg
	1	60	60	62	63	60	
	2	67	66	67	67	67	
	3	60	58	59	58	60	
	4	68	66	65	68	68	
	5	79	78	75	76	79	
Total RHD		402	394	416	426	422	
TK	TK	28	40	40	40	40	TK - Projected
Elem Totals	K-4th	798	747	773	794	785	
Elem Totals	5th	147	138	138	139	145	
PGMS	6	144	144	147	146	145	
	7	150	144	147	148	150	
	8	140	136	139	140	140	
Total PGMS		434	424	433	434	435	
PGHS	9	130	124	127	127	130	
	10	133	127	124	135	133	
	11	159	151	146	156	159	
	12	117	114	113	120	117	
Total PGHS		539	516	510	538	539	
CHS	9	8	15	10	19	17.8	
Total CHS		8	15	10	19	18	
Total Enrollment	YR	1,807	1,742	1,766	1,825	1,817	

- 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:** August 17, 2023

**PERSON(S) RESPONSIBLE:** Joshua Jorn, Interim 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 August 17, 2023 Regular Board Meeting:

- Added April 26, 2023: Sub Committee with the City of Pacific Grove (September 2023)
- Added April 26, 2023: Board Site Visits/Measure D Walk Abouts (Fall 2023)
- Added April 26, 2023: The WAVE Program/Fee Schedule (September 2023)
- Added May 4, 2023: Equine Healing Collaborative
- Added June 1, 2023: Review of the business contracts fingerprinting section
- Added June 1, 2023: Equity Board discussion (September 2023)
- Added August 3, 2023: Human Resources Organizational Review Plan (December 2023)