



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 7, 2025](#)

TIME: 5:30 PM Closed Session
6:30 PM Open Session

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

Trustees:
Dr. Elliott Hazen, President
Jennifer McNary, Clerk
Laura Ottmar
Beth Shammass
Mike Wachs

Administration:
Superintendent Dr. Linda Adamson
Assistant Superintendent Joshua Jorn

Student Representative(s):
Jasmine Booker
Paige Houston
Paige Silveira
Sulachhya Gurung

VIRTUAL ZOOM MEETING

<https://pgusd.zoom.us/j/89493747989?pwd=wpG9du0jFRL9F7vNb7Kyy24vQq661.1>

Meeting ID: 894 9374 7989

Passcode: 818673

One tap mobile +16699006833,,81793111121#,,, *717431# US (San Jose)

+16694449171,,81793111121#,,, *717431# US

Find your local number: <https://pgusd.zoom.us/j/89493747989?pwd=wpG9du0jFRL9F7vNb7Kyy24vQq661.1>

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 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

- Public Comment:
- Board Discussion:
- Move: _____ Second: _____ Vote: _____

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 2025-2026 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Dr. Linda Adamson, for the purpose of giving direction and updates.
2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2025-2026 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Dr. Linda Adamson, for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957]

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 2025-2026 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Dr. Linda Adamson, for the purpose of giving direction and updates.
2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2025-2026 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Dr. Linda Adamson, for the purpose of giving direction and updates.

3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957 subdivision(b)]

B. Pledge of Allegiance

C. Pacific Grove Middle School – Back to School – Principal Sean Roach

D. Introduction – Student Board Representatives

IV. COMMUNICATIONS

A. Student Representative Comments

B. Board Member Comments/Written Communications

C. Superintendent Report

D. Safety Report

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 until 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 reminder of our shared commitment to fostering a safe, respectful, and inclusive space – both here in the boardroom and beyond. To support this environment, we ask that attendees refrain from applause, finger clicking, or any form of acknowledgment in response to a speaker's viewpoint. This ensures all individuals feel comfortable sharing their perspectives without fear of judgment or retaliation – during the meeting and in online spaces. Our core values – Safety, Belonging, and Prosperity – guide all that we do, including how we engage as a community. Thank you for helping us create a space where all voices are respected.

A. Community Members (Non-Agenda Items)

B. PGUSD Staff Comments (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. Warrant Schedule #681

9

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Warrant Schedule.

- B. Cash Receipts Report #1 **11**
 Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Cash Receipts Report.
- C. Acceptance of Donations **13**
 Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and accept the donations.
- D. Revolving Cash Report #1 **15**
 Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Revolving Cash Report.
- E. Out of County/Overnight Activities **17**
 Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Out of County and/or Overnight Activities.
- F. Contract for Service with Silke Communications (2025-26 SY) **21**
 Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Contract for Services with Silke Communications for a Service and Maintenance Agreement.
- G. Personnel Report **28**
 Recommendation: (Buck Roggeman, Chief Human Resources Officer) The District Administration recommends that the Board review and approve the Personnel Report.
- H. Solicitation of Funds Report (2024-25 SY) **33**
 Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the final Solicitation of Funds Report.
- I. PGMS – Contract for Services with Peninsula Sports, Inc. (2025-26 SY) **67**
 Recommendation: (Sean Roach, Principal) The District Administration recommends that the Board review and approve the Contract for Services with Peninsula Sports, Incorporated to provide scheduling of the referees for the Pacific Grove Middle School.
- J. PGMS – Contract for Services with Premier Studios (2025-26 SY) **74**
 Recommendation: (Sean Roach, Principal) The District Administration recommended that the Board review and approve the Contract for Services with Premier Studios to provide photography services for the Pacific Grove Middle School.
- K. PGMS – Contract for Services with Ellsworth Gregory Piano (2025-26 SY) **81**
 Recommendation: (Sean Roach, Principal) The District Administration recommends that the Board review and approve the Contract for Services with Ellsworth Gregory Piano to maintain the pianos in the Music Department for the Pacific Grove Middle School.

- L. PGMS – Contract for Services with SCOE Outdoor Science School at Camp Koinonia (2025-26 SY) **88**
 Recommendation: (Sean Roach, Principal) The District Administration recommends the Board review and approve the Contract for Services with Santa Cruz Office of Education for a 6th grade Outdoor Science School at Camp Koinonia for the Pacific Grove Middle School.
- M. PGMS – Memorandum of Understanding (MOU) – Harmony at Home (2024-25 School Year) **91**
 Recommendation: (Sean Roach, Principal) The District Administration recommends that the Board review and approve the Memorandum of Understanding with Harmony at Home for the Pacific Grove Middle School.
- N. PGHS – PTA Contract for Services with Kona Ice Truck of Monterey & Salinas (2025-26 SY) **94**
 Recommendation: (Greg O'Meara, Principal) The District Administration recommends that the Board review and approve the Parent Teacher Association Contract for Services with Kona Ice Truck of Monterey and Salinas for the Pacific Grove High School.
- O. PGHS – PTA Contract for Services with Tacos Don Beto (2025-26 SY) **101**
 Recommendation: (Greg O'Meara, Principal) The District Administration recommends that the Board review and approve the Parent Teacher Association Contract for Services with Tacos Don Beto for the Pacific Grove High School.
- P. Contract for Services with FAST Translation Services – Individualized Education Program (IEPs) (2025-26 SY) **108**
 Recommendation: (Yolanda Cork-Anthony, Executive Director of Student Services) The District Administration recommends that the Board review and approve the Contract for Services with FAST Translations to provide language interpretation for students and families with Individualized Education Program (IEPs) as needed.
- Q. Contract for Services with Sharon Neumann Solow, American Sign Language Interpreter (2025-26 SY) **115**
 Recommendation: (Yolanda Cork-Anthony, Executive Director of Student Services) The District Administration recommends that the Board review and approve the Contract for Services with Sharon Neumann Solow MA, CSC, SC:L, for American Sign Language interpretation for students and families as needed.
- R. Contract for Services with Amergis Healthcare Staffing, Inc. (2025-26 SY) **122**
 Recommendation: (Yolanda Cork-Anthony, Executive Director of Student Services) The District Administration recommends that the Board review and approve the Contract for Services with Amergis Healthcare Staffing, Incorporated.
- S. Memorandum of Understanding (MOU) – Carmel Unified School District (CUSD) – Special Day Classes (2025-26 SY) **168**

Recommendation: (Yolanda Cork-Anthony, Executive Director of Student Services) The District Administration recommends that the Board review and approve the Memorandum of Understanding between Pacific Grove Unified School District and Carmel Unified School District for the placement of students with disabilities in Special Day Classes.

- T. Consolidated Application for Federal Funding, Part 1 **178**
 Recommendation: (Dr. Lawerence Haggquist, Executive Director of Educational Services) The District Administration recommends that the Board review and approve the 2024-25 Consolidated Application for Federal Funding, Part 1.

- U. Agreement for Consultant Advising Services with Leadership Associates (2025-26 SY) **188**
 Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends the Board review and approve the Agreement for Consultant Advising Services with Leadership Associates to provide executive coaching and mentorship to the Superintendent.

- Public Comment:
- Board Discussion:
- Move: _____ Second: _____ Vote: _____

VII. ACTION/DISCUSSION

- A. Resolution No. 1161 – Recognizing National Hispanic Heritage Month **190**
 Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and adopt Resolution Number 1161 recognizing September 15, 2025 through October 15, 2025 as National Hispanic Heritage Month.

- Public Comment:
- Board Discussion:
- Move: _____ Second: _____ Vote: _____

- B. Proposed Board Calendar **193**
 Recommendation: (Dr. Linda Adamson, Superintendent) The District 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.

- Public Comment:
- Board Discussion:
- Move: _____ Second: _____ Vote: _____

VIII. INFORMATION/DISCUSSION

- A. Presentation – PGHS – Dual Enrollment Program (2024-25 Update) **198**

Recommendation: (Jessica Grogan, Teacher) The District Administration recommends that the Board receive an informational presentation on the Dual Enrollment Program for the Pacific Grove High School.

- Public Comment:
- Board Discussion:
- Direction: _____

B. Presentation – Summer School Facility Improvements (2025) 212

Recommendation: (Jon Anderson, Director of Maintenance, Operations & Transportation) The District Administration recommends that the Board receive an informational presentation of Districtwide Summer Projects.

- Public Comment:
- Board Discussion:
- Direction: _____

C. Update – World Language & VAPA Programs 221

Recommendation: (Dr. Lawrence Haggquist, Executive Director of Educational Services) The District Administrations recommends that the Board receives information about the World Language and VAPA programs.

- Public Comment:
- Board Discussion:
- Direction: _____

D. Review of District Enrollment for the First Day of School & Overall Projections (2025-26 SY) 233

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review the information regarding enrollment for the first day of school and overall projections for the 2025-26 school year.

- Public Comment:
- Board Discussion:
- Direction: _____

E. Review of the 2024-25 Actual & Preview of FY 2025-26 Estimated Property Tax Revenue 239

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review the information regarding actual property tax revenue for the 2024-25, and property tax revenue projections for 2025-26 fiscal years based on the latest county assessed valuation.

- Public Comment:
- Board Discussion:
- Direction: _____

F. [Future Agenda Items](#)

245

Recommendation: (Dr. Linda Adamson, Superintendent) The District 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.

- Public Comment:
- Board Discussion:
- Direction: _____

IX. **ADJOURNMENT**

Next special Board meeting: August 21, 2025

Next special Board meeting: September 4, 2025

Board Cover Sheet

Consent

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

Meeting Date

Aug 7, 2025

Presenter(s)

Josh Jorn

Assistant Superintendent

Item

Warrant Schedule #681

Recommendation

The District Administration recommends that the Board review and approve the Warrant Schedule.

Background

The attached listing of warrants identifies payments made by the District during the noted time period from June 01, 2025 to June 31, 2025.

Information

Prior to the issuance of the warrants, District procedures were 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.

Fiscal Impact

N/A

PACIFIC GROVE UNIFIED SCHOOL DISTRICT WARRANT SCHEDULE NO. 681 June 2025				
WARRANTS - PAYROLL				
Certificated		Manual	6/5/2025	\$ -
		Supp	6/10/2025	\$ 106,338.62
		Manual	6/13/2025	\$ 243.38
		Regular	6/30/2025	\$ 343,839.43
	Total Certificated			\$ 450,421.43
Classified		Manual	6/5/2025	\$ -
		Supp	6/10/2025	\$ 76,095.62
		Manual	6/13/2025	\$ 909.47
		Regular	6/30/2025	\$ 760,338.17
	Total Classified			\$ 837,343.26
Other		Manual	6/5/2025	\$ -
		Supp	6/10/2025	\$ 36,338.00
		Manual	6/13/2025	\$ -
		Regular	6/30/2025	\$ 17,458.00
	Total Other			\$ 53,796.00
	TOTAL PAYROLL			\$ 1,341,560.69
WARRANTS - ACCOUNTS PAYABLE				

Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 7, 2025

Presenter(s)

Josh Jorn

Assistant Superintendent

Item

Cash Receipts Report #1

Recommendation

The District Administration recommends that the Board review and approve the Cash Receipts Report.

Background

The attached listing identifies Cash Receipts received by the District during the period of June 19, 2025-July 29, 2025.

Information

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

Fiscal Impact

N/A

2025/26 ▾

(N/A) No Fiscal Impact

Program/Grant

N/A

PGUSD
2025-26 BOARD REPORT #1 Cash Receipts

June 19, 2025-July 29, 2025

Date	Num	Name	Account	Amount
Jun 19 - Jul 29, 25				
07/10/2025	7496	Home Depot	REBATE	120.21
07/10/2025	7497	ABM Industries	REFUND	703,884.00
07/10/2025	7498	Developer Fees	Developer Fees	3,210.57
07/10/2025	7499	Facilitron	RENT	3,270.15
07/10/2025	7500	Developer Fees	FEES COLLECTED	2,776.29
07/10/2025	7501	J.W. Pepper and Son	REFUND	68.82
07/10/2025	7502	STATE OF CALIFORNIA	CAFETERIA	41,048.81
07/10/2025	7503	STATE OF CALIFORNIA	CAFETERIA	138,723.43
07/10/2025	7504	STATE OF CALIFORNIA	MEDI-CAL	4,064.15
07/10/2025	7505	MONTEREY BAY CHARTER SCHOOL	RENT	23,423.40
07/10/2025	7506	ADULT EDUCATION	FEES COLLECTED	1,483.00
07/10/2025	7507	CITI	REFUND	258.63
07/10/2025	7508	AT&T	REFUND	185.24
07/10/2025	7509	Intercare Holding Insurance	WORKERSCOMP	1,967.06
07/10/2025	7510	BASRP-FG	FEES COLLECTED	10,696.24
07/10/2025	7511	RETIREE INSURANCE	INS PAYMENT	220.00
07/10/2025	7512	RETIREE INSURANCE	INS PAYMENT	11,029.00
07/10/2025	7513	RETIREE INSURANCE	INS PAYMENT	10,113.00
07/10/2025	7514	RETIREE INSURANCE	INS PAYMENT	3,725.00
07/10/2025	7515	RETIREE INSURANCE	INS PAYMENT	4,906.38
07/10/2025	7516	BASRP-RD	CORRECTION	-4,513.49
07/10/2025	7517	Monterey County Office of Education	DUAL ENROLLMENT REI...	41,328.09
07/10/2025	7518	Monterey County Office of Education	MATCHING FUNDS	601.00
07/10/2025	7519	STATE OF CALIFORNIA	MEDI-CAL	2,967.74
07/10/2025	7520	ADULT EDUCATION	FEES COLLECTED	597.00
07/10/2025	7521	Forest Grove Elementary	DONATION	1,085.00
07/10/2025	7522	ADULT EDUCATION	FEES COLLECTED	41,507.09
07/10/2025	7523	ADULT EDUCATION	FEES COLLECTED	51,092.91
07/10/2025	7524	RETIREE INSURANCE	INS PAYMENT	6,820.00
07/14/2025	7525	BANK ADJUSTMENT	RETURNED CHECK	-120.21
Jun 19 - Jul 29, 25				1,106,538.51

Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 7, 2025

Presenter(s)

Josh Jorn

Assistant Superintendent

Item

Acceptance of Donations

Recommendation

The District Administration recommends that the Board review and accept the donations.

Information

During the past weeks the following donations were received:

Forest Grove Elementary School

None

Robert H. Down Elementary School

None

Pacific Grove Middle School

None

Pacific Grove High School

None

Pacific Grove Community High School

None

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

Tina and David Deyerle

\$500.00 (Independent Pathways)

Pacific Grove Unified School District

None

Fiscal Impact**2025/26** ▾**(N/A) No Fiscal Impact****Program/Grant**

N/A

Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 7, 2025

Presenter(s)

Josh Jorn

Assistant Superintendent

Item

Revolving Cash Report #1

Recommendation

The District Administration recommends the Board review and approve the Revolving Cash Report.

Background

The attached listing identifies payments made from the Revolving Cash Fund during the period of May 28, 2025-July 29, 2025.

Information

Prior to the approval of the identified payments, appropriate District procedures were followed, and authorizations obtained.

Fiscal Impact

N/A

2025/26 ▾

(N/A) No Fiscal Impact

Program/Grant

N/A

PGUSD
2025-26 BOARD REPORT #1 REVOLVING CASH

May 28, 2025-July 29, 2025

Date	Name	Account	Amount
May 28 - Jul 29, 25			
06/16/2025	ANALYSIS CHARGE	FEES	-516.64
07/15/2025	ANALYSIS CHARGE	FEES	-437.56
May 28 - Jul 29, 25			-954.20

Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 7, 2025

Presenter(s)

Josh Jorn

Assistant Superintendent

Item

Out of County/Overnight Activities

Recommendation

The District Administration recommends that the Board review and approve the Out of County and/or Overnight Activities.

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

N/A

2025/26 ▾

(N/A) No Fiscal Impact

Program/Grant

N/A

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
2024-25 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>
8/29/2025- 8/30/2025	Hollister High School Hollister, CA	PGHS Girls Water Polo Tournament	Auto	N/A	N/A

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: Aug 29/30 **Day of Activity:** Fri/Sat

Activity Name/ Location: Hollister Tournament **Address:** 1220 Monterey Street

City: Hollister **County:** San Benito

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

School Departure Time: 12:00 p.m. **Pickup Time from Place of Activity:** 6:00 p.m.

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

Number of Adults: 6 **Number of Students:** 22
(Total Chaperones)

Description of Activity/ Educational Objective: Varsity and JV Water Polo Tournament

List All Stops: Hollister High

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)
Greg Enterline, Monica Browning, Stephanie Pechan, Brent Jones, Renee Chaney, JV Coach (TBD)

Name(s) of Auto Drivers (subject to change): _____
☐ **Form-OCA-1** Release of Driver Record Information is on file with the District Pending Enterline, Browning, Jones, Chaney
☐ **Form-OCA-2** Personal Automobile Information is on file with the District Pending Enterline, Browning, Jones, Chaney
☒ **Fingerprint** clearance is on file with the District _____

Requested By: Greg Enterline Greg Enterline **Date:** 06/04/2025
Employee Signature (accompanying students) *(Printed Name)*

Administrative Approval/Principal: Greg O'Meara **Date:** 07/28/2025

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 0

Account Code: n/a

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:** _____

ANTICIPATED EXPENSES WORKSHEET

20/246

1. **Meals Reimbursement** — Actual and Necessary: **Original receipts must be attached.**
All meal expenses, including tips up to 15%, cannot exceed the per diem rate as shown in the chart below.
First and last days are reimbursed at 75% of the meal rate as shown in the chart below.
Out of state meal expenses will be reimbursed at the PGUSD rate as shown in the chart below.

Date	Breakfast	Lunch	Dinner	Total

2. **Lodging** — Receipts must be attached for reimbursement

_____ days at \$_____ per day Total \$ _____

3. **Travel** * Evidence of mileage shall be attached (i.e. Mapquest or Google maps printout reflecting mileage from the employee's school site to the event venue, not from the employee's residence)
 In all reimbursement for travel, the maximum amount allowed shall be equal to the cost of travel by ordinary air fare.
 PGUSD BP#4033, PGUSD Reg#4033, PGUSD BP#3350, PGUSD Reg#3350. Ed Codes 44032 and 44033

___ Airplane* \$ _____
 ___ Car* _____ miles @ \$.655 per mile \$ _____
 ___ Other* \$ _____

NOTE: The following items are EXCLUDED from authorized expenses and must not be included in this claim: Alcoholic beverages, personal services, Internet connections for personal use, entertainment, gifts, mileage cost in excess of coach air fare, expenses for non-employees.

Chart for Calculating Per Diem Rates

	Inyo	Imperial, Stanislaus, Yolo	Madera, Marin, Santa Clara	Alameda, Fresno, Sacramento, San Mateo, Sonoma	Napa, San Luis, Santa Barbara, Santa Cruz	Los Angeles, Monterey, Orange, Riverside, San Diego, San Francisco, Ventura
PGUSD Rate	\$59.00	\$59.00	\$69.00	\$64.00	\$69.00	\$69.00
Breakfast daily	15.00	15.00	17.00	16.00	17.00	17.00
Breakfast 75%	12.00	12.00	12.75	12.00	12.75	12.75
Lunch daily	16.00	16.00	18.00	17.00	18.00	18.00
Lunch 75%	12.00	12.00	13.50	12.75	13.50	13.50
Dinner daily	28.00	28.00	34.00	31.00	34.00	34.00
Dinner 75%	21.00	21.00	25.50	23.25	25.50	25.50
First/Last Days daily total 75%	\$44.25	\$44.25	\$51.75	\$48.00	\$51.75	\$51.75

Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 7, 2025

Presenter(s)

Josh Jorn

Assistant Superintendent

Item

Contract for Service with Silke Communications (2025-26 SY)

Recommendation

The District Administration recommends that the Board review and approve the Contract for Services with Silke Communications for a Service and Maintenance Agreement.

Background

In 2024, the district entered into a service agreement with Silke Communications to support the ongoing maintenance of district and site radios. This agreement allows site leaders to access a streamlined process for routine repairs and battery replacements as needed.

Information

As district radios need maintenance or repair, site leaders will contact a Silke Communications representative for a quote to repair radios. The quote will then go to the Business Services Office where a purchase order will be created. Serviced radios will be returned to the sites by Silke Communications.

Fiscal Impact

Not to exceed \$2,000.

2025/26 ▾

(01) General Fund ▾

Program/Grant

Safety Budget

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT Silke Communications

SITE/DEPARTMENT District Office/Safety

SUBMITTED BY Josh Jorn

FUNDING SOURCE General Fund, Safety Budget

AGREEMENT TOTAL AMOUNT not to exceed \$2,000

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Silke Communications ("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 maintenance and repair service. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to districtwide radio maintenance repair.
2. **Term:** Consultant shall commence providing services under this Agreement on Jul 1, 2025 , and will diligently perform as required and complete performance by Jun 30, 2026 .

3. **Compensation:** District agrees to pay not to exceed \$2,000 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$2,000 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

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

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

6. **Performance of Services:**

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

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

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

7. **Termination:**

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

7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District.

Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

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

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

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

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

11. Indemnity: Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement,

including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").


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

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

District

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

Consultant

Name: Silke Communications
Address:  538 Brunken Ave
City/State/Zip: Salinas, CA 93901
Business Phone: (541) 687-1611
Email (Optional): [Email](#)

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

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

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

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

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

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

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

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

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

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

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

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

- ☒ W-9 Form

24. **Type of Business Entity:**

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

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

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent

(Signed AFTER Board approval)

Signature: _____

Name: Josh Jorn

Title: _____

Date: _____

Consultant

(Can sign BEFORE Board's approval)

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

☐ Contracted work was not assigned using District's normal employment recruitment process.

Signature: _____

Date: _____

Chief Human Resources Officer

Board Cover Sheet

Consent

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

Meeting Date

Aug 7, 2025

Presenter(s)

Buck Roggeman
Chief Human Resources Officer

ItemPersonnel Report

Recommendation

The District Administration recommends the Board of Trustees approve the Personnel Report as presented.

Background

The Personnel Report outlines appointments, leaves, resignations, retirements and releases as it relates to employees' employment status with the District.

Recruitment and selection procedures include dissemination of vacancy announcements to local and surrounding public agencies, community colleges and institutions of higher education as well as posting on the District's website.

Information

Persons listed in the Personnel Report 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

N/A

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT – CERTIFICATED
August 7, 2025

APPOINTMENTS

Name	Position	FTE	Site	Status	Effective Dates
Lum, Shawna	Education Specialist	1.0	ATP	Prob	7/30/25
Rajkovich, Macy	Education Specialist	1.0	PGHS	Prob	7/30/25
Bajari, Julie	Itinerant Education Specialist	1.0	RHD/FGE	Temp	8/5/25
Alt, Maurisa	TK Teacher	1.0	RHD	Prob	7/31/25
Hurst, William	Math Support	0.2	PGHS	Perm	7/31/25

ASSIGNMENT CHANGE

Name	Position	FTE	Site	Status	Effective Dates
Dempsey, Kristen	Intra-District Exchange 5th Grade Teacher	1.0	FGE	Perm	7/30/25-5/29/26
Jenner, Alexandra	Intra-District Exchange 3rd Grade Teacher	1.0	RHD	Temp	7/31/25-5/29/26
Chavez, Erica	From TK Teacher to Kindergarten Teacher	1.0	RHD	Perm	7/30/25
Gilmore, Page	2nd Grade Teacher to 4th Grade Teacher	1.0	RHD	Perm	7/30/25
Fadem, Tanya	TK Teacher	1.0	From FGE to RHD	Perm	7/30/25
Flores, Melissa	3rd Grade Teacher to CORE Teacher	1.0	From FGE to PGMS	Perm	7/31/25
Keller, Sean	POSA to Assistant Principal	1.0	PGHS	Perm	7/1/25

STIPENDS

Name	Stipend	FTE	Site	Status	Effective Dates
Martinez, Barbara	Safety Director	Various	ADE	Perm	7/1/25-6/30/26
Richmond, Sally	Dual Enrollment Teacher	TBD	PGHS	Perm	7/30/25
Erickson, Imogen	Dual Enrollment Teacher	TBD	PGHS	Perm	7/30/25
Hall, Jenna	Dual Enrollment Teacher	TBD	PGHS	Perm	7/30/25
Grogan, Jessica	Dual Enrollment Teacher	TBD	PGHS	Perm	7/30/25
Vasquez, Aaron	Drama Coach	Various	PGHS	Perm	7/30/25

Boulware, Michelle	Musical Advisor	Various	PGHS	Walk On	7/31/25
Boulware, Michelle	Choral Club	Various	PGHS	Walk On	7/31/25
Selfridge, Katie	Yearbook Advisor	Various	PGHS	Perm	7/31/25
Deeter, Sheri	Lead Teacher	Various	CHS	Perm	7/31/25
Warren, George	Band/Orchestra	Fall/Spring	PGHS	Perm	7/31/25
Warren, George	Department Chair-CTE/VAPA	19 sections	PGHS	Perm	7/31/25
Selfridge, Katie	Department Chair-English	30 sections	PGHS	Perm	7/31/25
O'Donnell, Donna	Department Chair-PE	5 sections	PGHS	Perm	7/31/25
Martine, John	Department Chair-PE	5 sections	PGHS	Perm	7/31/25
Johnson, Desma	Department Chair-World Language	15 sections	PGHS	Perm	7/31/25
Mello, Amanda	Department Chair-Science	21 sections	PGHS	Perm	7/31/25
Peiffer-Gaona, Lauralea	Department Chair-Soc Science	22 sections	PGHS	Perm	7/31/25
Ogburn, Lysa	Department Chair-Special Ed	20 sections	PGHS	Perm	7/31/25
Rice, Margaret	Department Chair-Counseling	15 sections	PGHS	Perm	7/31/25
Rubin, Issac	Department Chair-Math	26 sections	PGHS	Perm	7/31/25

TEMPORARY APPOINTMENTS

Name	Position	FTE	Site	Status	Effective Dates
Masar, Jared	0.2 Extra FTE	0.2	PGMS	Perm	7/30/25-5/29/26
Hankes, Natasha	0.2 Extra FTE	0.2	PGHS	Perm	7/31/25-5/29/26
Erickson, Imogen	0.2 Extra FTE	0.2	PGHS	Perm	7/30/25-5/29/26

RESIGNATIONS/RELEASES/RETIREMENTS

Name	Position	FTE	Site	Status	Effective Dates
Cohen, Nathan	Elementary Music Teacher	1.0	FGE/RHD	Resigned	6/24/25
Richmond, Sally	Robotics Assistant Coach	Various	PGHS	Resigned	7/29/25
McCormick, Pamela	High School Diploma Teacher	0.4	ADE	Resigned	6/15/25

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT – CLASSIFIED
August 7, 2025

APPOINTMENTS

Name	Position	FTE	Site	Status	Effective Dates
Alvarez-Leijssen, Petrie	Administrative Specialist Sped	1.0	DO	Prob	7/16/25
Triplett, Julia	Mental Health Therapist	1.0	Itinerant	Temp	8/5/25
Pastor, Nathalia	Administrative Assistant II	0.625	CHS	Prob	7/16/25
Asturi, Eva	Instructional Assistant I	0.375	ADE	Prob	8/5/25
Cervantes Sanchez, Kimberly	Instructional Assistant I	0.375	ADE	Prob	8/5/25
Rodriguez, Jeanette	Paraprofessional	0.8125	FGE	Prob	8/5/25
Dunham, Antoine	Paraprofessional	0.8125	PGMS	Prob	8/5/25
Hernandez, Naomi Jhene	Paraprofessional	0.8125	RHD	Prob	8/5/25
Javier, Nancy	Paraprofessional	0.8125	RHD	Prob	8/5/25
Dorantes Krastev, Yuri	Paraprofessional	0.8125	RHD	Prob	8/5/25
Fordham, Jonathan	IT Tech	1.0	RHD	Prob	8/4/25
Williams, Jenna	BCBA	1.0	District	Prob	7/25/25
Aguilar Romero, Lluvia	Recreation Attendent	0.25	FGE	Prob	8/5/25
Diaz, Brittany	Instructional Assistant I	0.5	RHD	Prob	8/5/25
Diaz, Brittany	Noon Duty	0.125	RHD	Prob	8/5/25
Gonzalez, Marta	Paraprofessional	0.8125	RHD	Prob	8/5/25

STIPENDS

Name	Position	FTE	Site	Status	Effective Dates
Baskovich, Gregory	6th Grade Boys Basketball Coach	Various	PGMS	Walk On	7/10/25
Shafer, Jacob	8th Grade Boys Basketball	Various	PGMS	Walk On	7/1/25
Bilyeu, Ashley	6th Grade Girls Volleyball Coach	Various	PGMS	Walk On	7/1/25
Stanley, Brynn	JV Girls Water Polo Coach	Various	PGHS	Walk On	8/1/25
Hyde, Roby	Robotics Coach	Various	PGHS	Walk On	7/31/25
Boulware, Sean	Musical Advisor	Various	PGHS	Walk On	7/31/25

ADD ON PROFESSIONAL GROWTH

Name	Position	FTE	Site	Status	Effective Dates
De La Cruz, Oscar	Custodian I	1.0	ADE	Perm	7/1/25
Pinheiro, Debonna	Clerk III	0.75	FGE	Perm	7/1/25
Morgan, Luciana	Clerk III	0.75	PGMS	Perm	7/1/25
Zepeda Lopez, Mayra	Food Service III/Rec Attendant	1.0	PGMS /FGE	Perm	7/1/25
Nehring, Bree	Personnel Tech	1.0	DO	Perm	7/1/25
Lippert, Angela	AA to the CHRO	1.0	DO	Perm	7/1/25
Norris, Jasna	Noon Duty/IA	0.6875	FGE	Perm	7/1/25
Gruber, Christine	Library Media Tech II	0.75	FGE	Perm	7/1/25
Adams, Natalie	Healthcare Assistance	0.75	FGE	Perm	7/1/25

RESIGNATIONS/RELEASES/RETIREMENTS

Name	Position	FTE	Site	Status	Effective Dates
Adam, Mohanid	Paraprofessional	0.8125	RHD	Resigned	7/2/25
Lewis, Phyllis	Account Clerk III	1.0	DO	Resigned	7/25/25
Rosa, Brandon	Assistant Wrestling Coach	Various	PGHS	Resigned	7/7/25
Berg, Annie	Assistant Lacrosse Coach	Various	PGHS	Resigned	7/7/25

TRANSFER

Name	Position	FTE	Site	Status	Effective Dates
Mamaclay, Danilo	Custodian II	1.0	From ADE to PGHS	Perm	7/28/25

LEAVES OF ABSENCE

Name	Position	FTE	Site	Leave Type	Effective Dates
Odenbrett, Jeanette	Food Service I	0.56	PGMS	FMLA	6/6/25-8/18/25

Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 7, 2025

Presenter(s)

Linda Adamson
Superintendent

Item

Solicitation of Funds Report (2025-26 SY)

Recommendation

The District Administration recommends that the Board review and approve the final Solicitation of Funds Report.

Background

[Board Policy 1321: Solicitation of Funds From And By Students](#) states the following:

“With prior written approval of the Superintendent or designee, a student, student organization, or school-connected organization (such as the PTA's, PG Pride, etc.) may solicit funds if such funds directly benefit the students and/or staff of the school or District.

PGUSD athletic teams, co-curricular groups (i.e. Mock Trial/Robotics), and ASB organizations are excluded from this policy requirement. These groups are not required to complete the Solicitation of Funds Form, but rather, report directly through District budgetary processes.

With the written approval of the Superintendent or designee, the approved individuals and organizations may organize fundraising events involving students...”

Information

Note – A total of 12 SOF forms were submitted for the 2024-25 SY.

The Solicitation of Funds Form And By Students document(s) are accessible to [School Connected Organizations](#) and [Students or Employees](#) via Board Policy 1321: [Exhibit #1321a](#) & [Exhibit #1321b](#).

This SOF Report covers the entire 2024-25 school year. While a total of \$94,531.64 was raised, these funds were allocated to support materials, supplies, and activities for the current and/or upcoming school years.

Fiscal Impact

The Solicitation of Funds Report is a recurring item on the Consent Agenda for every Regular Board Meeting. At the end of the school year, a separate, comprehensive report detailing the

funds raised and other pertinent information is included, and this document constitutes that final report.

2024/25 ▾

(None) No Fiscal Impact

Program/Grant

N/A

Pacific Grove Unified School District
Solicitation of Funds Tracking Report
2024-25 School Year

ORGANIZATION	SCHOOL SITE(S)	EVENT	DISTRIBUTION OF FUNDS	AMOUNT/ VALUE RAISED
Butterfly Bazaar Planning Committee	ALL	Butterfly Bazaar	\$3,300 per school site & \$700 for next school year event	\$14,000.00
PGMS PTSA	PGMS	Various	See attached	\$27,057.43
PGMS Music Department	PGMS	Various	N/A	N/A
PGHS PTA	PGHS	Various	See attached	\$29,475.62
PGHS Culinary (CTE Program)	PGHS	Various	See attached - Donations	N/A
T.A.S.K. 4 U & Me, Foundation Inc.	PGHS	Walk-A-Thon	N/A	N/A
PG PRIDE	ALL	Various	See attached	\$18,656.00
PGMS Leadership	PGMS	Duct Tape	N/A	\$0.00
PGMS Leadership	PGMS	Fall Ball	See attached	\$1,515.00
PG Steam (BreakerBots)	PGHS	Butterfly Sale	TBD	\$1,274.00
PGMS Choir	PGMS	Raise Craze	PGMS Choir Items/Events	\$2,553.60
RHD PTA	RHD	N/A	N/A	N/A
			SUBTOTALS	\$94,531.65
Note: This document is regularly updated to include the latest Solicitation of Funds forms				
Updated: 8/1/2025				

PACIFIC GROVE UNIFIED SCHOOL DISTRICT SOLICITATION OF FUNDS APPROVAL REQUEST FORM

Phone: (831) 646-6510 Fax: (831) 646-6500 E-mail: lvillegas@pgusd.org

With prior written approval of the Superintendent or designee, a student, student organization, or school-connected organization (such as the PTA's, PG Pride, etc.) may solicit funds if such funds directly benefit the students and/or staff of the school or District. (See Board Policy 1321 for further information)

School-connected organizations who wish to raise funds on behalf of the schools or District must submit a Solicitation of Funds Approval Request Form to the Superintendent requesting approval before the commencement of each fundraiser and annually for reoccurring fundraisers. This form must be submitted at least 5 school days prior to the fundraising event or activity.

At the conclusion of the fundraiser, the school-connected organization must submit a report to the District including how much money was raised on behalf of the District and how the funds were distributed.

Group Name: Butterfly Bazaar Planning Committee (Sub-committee of PGMS PTA)

Contact Name: Katie Selfridge

Contact Phone Number: 831 521 7444

Contact Email: kselfridge@pgusd.org

Non-Profit Number: 23-7103880

Name of fundraiser: Butterfly Bazaar

Purpose of fundraiser:

raise funds for PTAs for all four schools and provide activities for PG students following the Butterfly Parade.

Date(s) of fundraiser: October 5 2024

Will students participate in fundraising? Yes or No: yes

Will the fundraiser be online? Yes or No: no

Are there any fees associated with the fundraiser: no

How will the fundraiser be advertised? fliers distributed at school and through school/district communications

*****PLEASE NOTE*****

The following disclaimer must be included on all advertising:

Pacific Grove Unified School District neither endorses nor sponsors the organization or activity represented in this document.

Signature indicates that you understand above stated conditions:

Signature: K Selfridge

Date: 8/23/2024

Pacific Grove Unified School District

Community Relations

Exhibit #1321b

COMPLETED

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
SOLICITATION OF FUNDS APPROVAL REQUEST FORM**
Students or Employees

Phone: (831) 646-6510 Fax: (831) 646-6500 E-mail: lvillegas@pgusd.org

With prior written approval of the Superintendent or designee, student(s), student organizations (excluding PGUSD athletic teams, co-curricular groups (i.e. Mock Trial/Robotics), and ASB organizations) and employees (may solicit funds if such funds directly benefit the students and/or staff of the school or District. (See Board Policy 1321 for further information) Students or employees who wish to raise funds on behalf of the schools or District must submit a Solicitation of Funds Approval Request Form to the Superintendent requesting approval before the commencement of each fundraiser and annually for reoccurring fundraisers. This form must be submitted at least 15 school days prior to the fundraising event or activity.

At the conclusion of the fundraiser, the students or employees must submit a report to the District including how much money was raised on behalf of the District and how the funds were distributed. (See Section 2)

SECTION 1: Required at least 15 days prior to the event.Group Name: Butterfly Bazaar Planning Committee Contact Name: Katie SelfridgeContact Phone Number: 831 521 7444 Contact Email: kselfridge@pgusd.orgNon-Profit Number: _____ Name of fundraiser: Butterfly BazaarPurpose of fundraiser: Raise funds for PGUSD PTAsDate(s) of fundraiser: October 4, 2024 Will students participate in fundraising? Yes/No: yWill the fundraiser be online? Yes/No: no Are there any fees associated with the fundraiser: noHow will the fundraiser be advertised? Catapult, fliers, etc.

*The following disclaimer must be included on all advertising: *Pacific Grove Unified School District neither endorses nor sponsors the organization or activity represented in this document.*

Signature indicates that you understand above stated conditions:

Signature: Katie Selfridge Date: 6/11/2024

SECTION 2: Required at the conclusion of the event. Please submit to the District.How much money was raised on behalf of the District: \$14,000

How will the funds be distributed:

☐ Specific classroom(s) _____☐ Specific teacher(s) _____☐ Site-based program(s) _____☒ Other \$3300 to each school PTA, \$700 kept behind for start up costs for next year's event☐ To be determined based on requests

Signature indicates that you understand above stated conditions:

Signature: Katie Selfridge  Date: 6/11/2024

Pacific Grove Unified School District

Community Relations

Exhibit #1321a

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
SOLICITATION OF FUNDS APPROVAL REQUEST FORM**
School Connected Organizations

Phone: (831) 646-6510 Fax: (831) 646-6500 E-mail: mackerman@pgusd.org

With prior written approval of the Superintendent or designee, school-connected organizations (such as the PTA's, PG Pride, etc.) may solicit funds if such funds directly benefit the students and/or staff of the school or District. (See Board Policy 1321 for further information) School-connected organizations who wish to raise funds on behalf of the schools or District must submit an annual Solicitation of Funds Approval Request Form to the Superintendent. This form must be submitted at least 15 school days prior to the first fundraising event or activity.

At the conclusion of annual fundraising, the school-connected organization must submit a report to the District including how much money was raised on behalf of the District and how the funds were distributed. (See Section 2)

SECTION 1: Required at least 15 days prior to the event.

Group Name: PGMS PTSA Contact Name: Kelly San Filippo
 Contact Phone Number: 831-241-2244 Contact Email: kellybsf45@gmail.com
 Non-Profit Number: 94-6184921 Name of fundraiser: Annual fundraising for PTSA

General purpose of fundraiser:

PTA holds various fundraising all year: ice cream social, dine outs, butterfly baz

Date(s) of first fundraiser: 2024/2025 school year Will students participate in fundraising? Y/N: Y

Will the fundraiser be online? Yes/No: Yes Are there any fees associated with the fundraiser: Yes

How will the fundraiser be advertised? Catapult, Social Media

**The following disclaimer must be included on all advertising: Pacific Grove Unified School District neither endorses nor sponsors the organization or activity represented in this document.*

Signature indicates that you understand above stated conditions:

Signature: Kelly San Filippo Date: 09/04/2014

SECTION 2: Required at the conclusion of the event. Please submit to the District.

How much money total was raised on behalf of the District: _____

What format do you intend to use for final reporting? _____

Attach a detailed summary/accounting of how all funds were distributed for the year, and plans for remaining balance

Signature indicates that you understand above stated conditions:

Signature: _____ Date: _____

Pacific Grove Unified School District

Community Relations

Exhibit #1321a

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
SOLICITATION OF FUNDS APPROVAL REQUEST FORM**
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PTA holds various fundraising all year: ice cream social, dine outs, butterfly ba

Date(s) of first fundraiser: 2024/2025 school year Will students participate in fundraising? Y/N: YWill the fundraiser be online? Yes/No: Yes Are there any fees associated with the fundraiser: YesHow will the fundraiser be advertised? Catapult, Social Media

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Signature indicates that you understand above stated conditions:

Signature: Kelly San Filippo Date: 09/04/2014**SECTION 2: Required at the conclusion of the event. Please submit to the District.**How much money total was raised on behalf of the District: \$27,057.43 (Receipts)What format do you intend to use for final reporting? attached Financial Report

Attach a detailed summary/accounting of how all funds were distributed for the year, and plans for remaining balance

Signature indicates that you understand above stated conditions:

Signature: Kelly San Filippo Date: 6/11/25

**Pacific Grove Middle School PTSA****FY25 Financial Report**

(July 1, 2024 through June 9, 2025)

Categories	Receipts	Disbursements	Net Income
Community Building			
6th Grade Movie	\$ -	\$ (600.00)	\$ (600.00)
7th/8th Grade Spring Dance	\$ 2,030.00	\$ (884.74)	\$ 1,145.26
8th Grade Promotion Dance	\$ -	\$ (1,424.10)	\$ (1,424.10)
8th Grade Promotion	\$ -	\$ (740.00)	\$ (740.00)
Butterfly Bazaar	\$ 15,930.62	\$ (14,078.99)	\$ 1,851.63
Ice Cream Social	\$ 530.75	\$ (1,529.41)	\$ (998.66)
Mix and Mingle	\$ 992.11	\$ -	\$ 992.11
Donors Appreciation	\$ -	\$ (32.41)	\$ (32.41)
Volunteers Appreciation	\$ -	\$ (76.83)	\$ (76.83)
8th Grade Promotion Donation	\$ 80.00	\$ -	\$ 80.00
Subtotal	\$ 19,563.48	\$ (19,366.48)	\$ 197.00
Enrichment			
6th Grade Swim Event	\$ -	\$ (396.57)	\$ (396.57)
8th Grade Boardwalk Field Trip	\$ -	\$ (360.00)	\$ (360.00)
Facilities Improvements	\$ -	\$ (4,060.00)	\$ (4,060.00)
Honors Events	\$ -	\$ (746.14)	\$ (746.14)
Lunch Clubs	\$ -	\$ (2,300.00)	\$ (2,300.00)
Teacher Warrants	\$ -	\$ (3,250.00)	\$ (3,250.00)
Teacher/Staff Appreciation Lunch	\$ -	\$ (1,072.34)	\$ (1,072.34)
Subtotal	\$ -	\$ (12,185.05)	\$ (12,185.05)
Fundraising			
Dine Out	\$ 2,008.80	\$ -	\$ 2,008.80
Orientation	\$ 123.80	\$ -	\$ 123.80
Subtotal	\$ 2,132.60	\$ -	\$ 2,132.60
Operations			
Council Membership Dues	\$ -	\$ (10.00)	\$ (10.00)
Insurance Premiums	\$ -	\$ (288.00)	\$ (288.00)
Office Supplies	\$ -	\$ (347.42)	\$ (347.42)
Website and Technology	\$ -	\$ (120.00)	\$ (120.00)
TOTEM Membership Dues	\$ 296.35	\$ -	\$ 296.35
Subtotal	\$ 296.35	\$ (765.42)	\$ (469.07)
Other			
General Donations	\$ 5,065.00	\$ -	\$ 5,065.00
Subtotal	\$ 5,065.00	\$ -	\$ 5,065.00
Transaction Summary by Type			
Checks	\$ 8,709.71	\$ (32,028.95)	\$ (23,319.24)
Electronic Transactions	\$ 15,779.72	\$ (288.00)	\$ 15,491.72
Cash	\$ 2,568.00	\$ -	\$ 2,568.00
Totals			
Previous Fiscal Year Carry Over		\$	\$ 22,519.70
Current Checking Account Balance		\$	\$ 17,260.18
Net Balance (through 06/09/2025)	\$ 27,057.43	\$ (32,316.95)	\$ (5,259.52)

Pacific Grove Unified School District

Community Relations

Exhibit #1321a

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
SOLICITATION OF FUNDS APPROVAL REQUEST FORM**
School Connected Organizations

Phone: (831) 646-6510 Fax: (831) 646-6500 E-mail: lvillegas@pgusd.org

With prior written approval of the Superintendent or designee, school-connected organizations (such as the PTA's, PG Pride, etc.) may solicit funds if such funds directly benefit the students and/or staff of the school or District. (See Board Policy 1321 for further information) School-connected organizations who wish to raise funds on behalf of the schools or District must submit an annual Solicitation of Funds Approval Request Form to the Superintendent. This form must be submitted at least 15 school days prior to the first fundraising event or activity.

At the conclusion of annual fundraising, the school-connected organization must submit a report to the District including how much money was raised on behalf of the District and how the funds were distributed. (See Section 2)

SECTION 1: Required at least 15 days prior to the event.Group Name: PGMS Music Department Contact Name: Ms. PriestContact Phone Number: 714-401-0527 Contact Email: bpriest@pgusd.orgNon-Profit Number: None - PGMS Name of fundraiser: FunFood FridaysGeneral purpose of fundraiser: To raise funds for equipment, field trips, clinicians, etc. and "Concert Bake Sale"Date(s) of first fundraiser: Oct. 4 - Dec. 18 Will students participate in fundraising? Y/N: YWill the fundraiser be online? Yes/No: No Are there any fees associated with the fundraiser: NoHow will the fundraiser be advertised? Posters, email, Student bulletin

*The following disclaimer must be included on all advertising: Pacific Grove Unified School District neither endorses nor sponsors the organization or activity represented in this document.

Signature indicates that you understand above stated conditions:

Signature: [Signature] Date: 9/16/24**SECTION 2: Required at the conclusion of the event. Please submit to the District.**How much money total was raised on behalf of the District: N/A

What format do you intend to use for final reporting? _____

Attach a detailed summary/accounting of how all funds were distributed for the year, and plans for remaining balance

Signature indicates that you understand above stated conditions:

Signature: _____ Date: _____

Pacific Grove Unified School District

Community Relations

Exhibit #1321a

PACIFIC GROVE UNIFIED SCHOOL DISTRICT SOLICITATION OF FUNDS APPROVAL REQUEST FORM School Connected Organizations

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SECTION 1: Required at least 15 days prior to the event.

Group Name: PGMS Music Department Contact Name: Ms. Priest

Contact Phone Number: 714-401-0527 Contact Email: bpriest@pgusd.org

Non-Profit Number: None - PGMS Name of fundraiser: Fun Food Fridays

General purpose of fundraiser: To raise funds for equipment, field trips, clinicians, etc. and "Concert Bake Sale"

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Signature indicates that you understand above stated conditions:

Signature: [Signature]

Date: 9/10/24

SECTION 2: Required at the conclusion of the event. Please submit to the District.

How much money total was raised on behalf of the District: N/A

What format do you intend to use for final reporting? N/A

Attach a detailed summary/accounting of how all funds were distributed for the year, and plans for remaining balance

Signature indicates that you understand above stated conditions:

Signature: [Signature]

Date: 8/1/2025 J.C.

Pacific Grove Unified School District

Community Relations

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SOLICITATION OF FUNDS APPROVAL REQUEST FORM**
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SECTION 1: Required at least 15 days prior to the event.

Group Name: PGHS PTA Contact Name: Luciana Morgan
Contact Phone Number: (831)2776302 Contact Email: lucianamorgan@yahoo.com
Non-Profit Number: 77-0127716 Name of fundraiser: Dine outs, Mix&Mingle,
Butterfly Bazar, Sober Grad

General purpose of fundraiser:

Activities for students, assist with teachers and students needs/requests, scholarship, Sober grad

Date(s) of first fundraiser: 2024/2025 school year Will students participate in fundraising? Y/N: Y

Will the fundraiser be online? Yes/No: Y Are there any fees associated with the fundraiser: yes

How will the fundraiser be advertised? Catapult, Social Media

**The following disclaimer must be included on all advertising: Pacific Grove Unified School District neither endorses nor sponsors the organization or activity represented in this document.*

Signature indicates that you understand above stated conditions:

Signature: Luciana Morgan Date: 9/4/24

SECTION 2: Required at the conclusion of the event. Please submit to the District.

How much money total was raised on behalf of the District: _____

What format do you intend to use for final reporting? _____

Attach a detailed summary/accounting of how all funds were distributed for the year, and plans for remaining balance

Signature indicates that you understand above stated conditions:

Signature: _____ Date: _____

Pacific Grove Unified School District

Community Relations

Exhibit #1321a

PACIFIC GROVE UNIFIED SCHOOL DISTRICT SOLICITATION OF FUNDS APPROVAL REQUEST FORM

School Connected Organizations

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General purpose of fundraiser:

Activities for students, assist with teachers and students needs/requests, scholarship, Sober gradDate(s) of first fundraiser: 2024/2025 school year Will students participate in fundraising? Y/N: YWill the fundraiser be online? Yes/No: Y Are there any fees associated with the fundraiser: yesHow will the fundraiser be advertised? Catapult, Social Media

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Signature indicates that you understand above stated conditions:

Signature: Luciana Morgan Date: 9/4/24**SECTION 2: Required at the conclusion of the event. Please submit to the District.**How much money total was raised on behalf of the District: \$29,475.62What format do you intend to use for final reporting? Excel

Attach a detailed summary/accounting of how all funds were distributed for the year, and plans for remaining balance

Signature indicates that you understand above stated conditions:

Signature: [Signature] Date: 8/1/25

PGHS PTSA Solicitation of Funds 2024-2025

2024-2025
Budget Actuals 2024- 2025

Ordinary Income/Expense

Income

Program Income

PTA Merchandise Sales	\$0.00	\$0.00
Dine Out Fundraiser Income	\$500.00	\$2,566.95
Bunco Fundraising Event	\$2,400.00	\$1,050.00
Total Fundraising Event	\$2,900.00	\$3,616.95
Membership Dues	\$3,250.00	\$3,050.00 130 memberships
Mix & Mingle Revenue		
Mix & Mingle	\$1,000.00	\$992.11
Total Mix & Mingle	\$1,000.00	\$992.11
Raffle	\$500.00	\$996.56 Airpods & Getaway
Total Program Income	\$7,650.00	\$8,655.62
Sober Grad Donations	\$15,000.00	\$23,870.00
General Donations	\$150.00	\$5,000.00 from Patricia Meadows
Total Income	\$22,800.00	\$37,525.62

Operating Expenses

Insurance	\$300.00	\$288.00
Printing and Mailing	\$50.00	\$249.81
Supplies	\$350.00	\$459.90
Charitable Tax Fee	\$85.00	\$85.00
Bank Fees	\$20.00	\$15.00
Total Operating Expenses	\$805.00	\$1,097.71

Program Expenses

Mix n Mingle fundraiser	\$1,500.00	\$1,500.00 fundraiser for all 4 schools
Staff Appreciation	\$700.00	\$1,300.00 for PGHS staff appreciation x 2
Volunteer Appreciation	\$150.00	\$78.00
Coffee with Principal	\$200.00	\$0.00
Awards Night Reception	\$200.00	\$100.00 cake
Snacks- student testing support	\$550.00	\$124.11
PTA Scholarships	\$2,500.00	\$2,500.00 5 students, \$500/ scholarship
Student Event & Enrichment	\$1,500.00	\$135.66 Ice Cream Social
Total Program Expenses	\$5,800.00	\$5,737.77

Staff/Student Requests

Prom (Juniors)	\$2,500.00	\$2,500.00
Staff/Student Requests Other	\$1,000.00	\$1,780.00 CHS Kayak request & Principal Greg request
Total Staff/Student Requests	\$3,500.00	\$4,280.00
Sober Grad Expenses	\$15,000.00	\$20,854.27

Total Expense

\$25,105.00

\$31,969.75

PGHS PTSA Solicitation of Funds 2024-2025

Please look at the budget to see what the money was spent on.

Fundraisers	\$ Raised	\$ Spent	Used For
Dine-outs	\$2,566.95		
Raffles	\$996.56		
Bunco	\$1,050.00		
Mix N Mingle	\$992.11		
Sober Grad	\$23,870.00	\$20,854.27	Sober Grad & Senior Class of 2025
Total Amount raised	\$29,475.62		



Pacific Grove Unified School District

Community Relations

Exhibit #1321a

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At the conclusion of annual fundraising, the school-connected organization must submit a report to the District including how much money was raised on behalf of the District and how the funds were distributed. (See Section 2)

SECTION 1: Required at least 15 days prior to the event.

Group Name: PGHS Culinary, CTE Program Contact Name: Imogen Erickson

Contact Phone Number: 831-402-8503 Contact Email: ierickson@pgusd.org

Non-Profit Number: See school site, PGHS Name of fundraiser: Amazon Wish List

General purpose of fundraiser:

To replace old culinary tools, accessories and frequently used items for a fresh start for the 2024/25 school year.

Date(s) of first fundraiser: ASAP, upon approval Will students participate in fundraising? Y/N:

Will the fundraiser be online? Yes/No: Yes Are there any fees associated with the fundraiser: None

How will the fundraiser be advertised? On my Facebook page, a link to an Amazon Culinary Wish List

**The following disclaimer must be included on all advertising: Pacific Grove Unified School District neither endorses nor sponsors the organization or activity represented in this document.*

Signature indicates that you understand above stated conditions:

Signature: Imogen Erickson Date: 7/25/24

SECTION 2: Required at the conclusion of the event. Please submit to the District.

How much money total was raised on behalf of the District: Wishlist Donations

What format do you intend to use for final reporting? PGHS Culinary Supplies Donations - Amazon

Attach a detailed summary/accounting of how all funds were distributed for the year, and plans for remaining balance

Signature indicates that you understand above stated conditions:

Signature: I.V. for Mo. Erickson Date: 6/12/25

12:36



Search or ask a question



Extra Large Round Icing Tips R18L,Big Round Piping Tips for...

by Bmaacye (Kitchen)

★★★★★ 372

Color : N

\$9⁹⁹

✓prime One-Day

FREE delivery Tomorrow, Jun 13

Arrives before Father's Day

Needs 2 , Has: 2

Add to Cart



Large Closed Star Piping Tip C10,Cake Decorating Tip for...

by Bmaacye (Kitchen)

★★★★★ 372

Color : M

\$9⁹⁹

✓prime One-Day

FREE delivery Tomorrow, Jun 13

Arrives before Father's Day

Only 13 left in stock - order soon.

Needs 2 , Has: 2

Add to Cart



Best Seller

Puroma 3 Pack Combination Lock for Locker 4 Digit Outdoor Waterproof...

by Puroma (Tools & Home Improvement)

★★★★☆ 29,256



12:36

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🔍 Search or ask a question

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Syntus 2 Pack Adjustable Bib Apron with 3 Pockets Cooking Kitchen...

by Syntus (Unknown Binding)

★★★★☆ 49,260

Color : Stripe Black Bold

Material Type : Polyester

\$13⁹⁹


✓prime Two-Day

FREE delivery **Sat, Jun 14**

Priority: High Needs 24 , Has: 24

Add to Cart

...



STIKK Painters Tape - 10pk Yellow Painter Tape - 1 inch x 60 Yards -...

by STIKK (Tools & Home Improvement)

★★★★☆ 799

Size : 1 Inch

Number of Items : 10

\$24⁹⁷ (\$2.50/count)

Save more with Subscribe & Save

✓prime One-Day

FREE delivery **Tomorrow, Jun 13**

Needs 1 , Has: 1

Add to Cart

...

Tamodan 12 Inches Side Not Bursting Piping Bag, 100 Pcs Explosion-Proo...

by Tamodan (Kitchen)

★★★★★

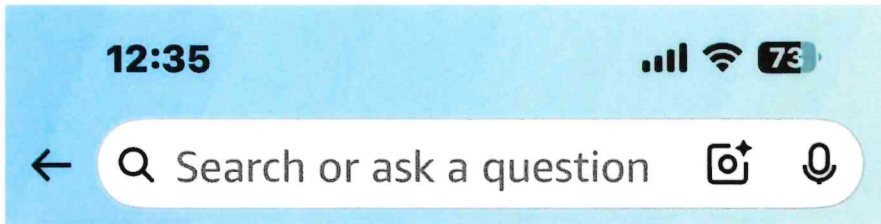
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Best Seller

Antonki 2 Pack Digital Timer for Kids, Magnetic Countdown Kitchen Time...

by Antonki (Kitchen)

★★★★★ 41,201

Color : Classic White (Pack of 2, Upgraded Version)

\$7⁴⁷ (\$3.74/count)

✓prime One-Day

FREE delivery Tomorrow, Jun 13



Priority: Highest | Needs 4 , Has: 4

Add to Cart

...

Best Seller

Lavaxon Wire Brush Set 3Pcs - Nylon/Brass/Stainless Steel Bristles...

by Lavaxon (Misc.)

★★★★★ 3,894

Color : Red

\$8⁹⁹

✓prime One-Day

FREE delivery Tomorrow, Jun 13



Needs 3 , Has: 3

Add to Cart

...

Extra Large Round Icing Tips R18L,Big Round Piping Tips for...

by Bmaacye (Kitchen)

★★★★★ 372

Color : N

\$9⁹⁹



Wilton Springform Pan, 9-Inch Round Aluminum Pan for Cheesecakes and...

by Wilton (Kitchen)

★★★★★ 3,405

Size : 9

Style : 0



Needs 8 , Has: 8

See all buying options



Best Seller

400 Pcs Name Tags Colorful Sticker- 16 Colors (3"x2") Hello My Name is...

by Solpla (Office Product)

★★★★★ 870

Color : 400 Psc

\$5⁹⁹ (\$0.01/count)

\$5.69 with Subscribe & Save discount

✓prime One-Day

FREE delivery **Tomorrow, Jun 13**



Needs 1 , Has: 1

Add to Cart



Infrared Thermometer, Digital IR Laser Thermometer Temperature G...

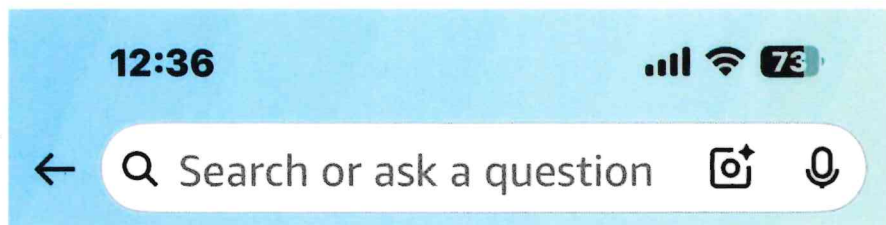
by SOVARCATE (Unknown Binding)

★★★★★ 3,533

Currently unavailable.

Needs 4 , Has: 4



**Best Seller**

Puroma 3 Pack Combination Lock for Locker 4 Digit Outdoor Waterproof...

by Puroma (Tools & Home Improvement)

★★★★☆ 29,256

Item Package Quantity : 3

Color : Black

**\$14⁹⁹** (\$5.00/count)

✓prime One-Day

FREE delivery **Tomorrow, Jun 13**

Arrives before Father's Day

Priority: Highest

Needs 1 , Has: 1

Add to Cart

...

CAROTE 14Pcs Pots and Pans Set Non Stick, Cookware Sets Induction...

by CAROTE (Kitchen)

★★★★☆ 3,230

Size : 14 Piece

Color : Black

**\$74⁹⁹** List Price: ~~\$99.99~~

Exclusive Prime price

✓prime Two-Day

FREE delivery **Sat, Jun 14**

Arrives before Father's Day

"This is needed to do demos from my desk..."

Priority: High

Needs 1 , Has: 1

Add to Cart

...



12:36

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🔍 Search or ask a question

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See all buying options

...



Jelly Roll Pan 15x10 - HONGBAKE Commercial Cookie Sheets for Baki...

by HONGBAKE (Kitchen)

★★★★☆ 1,566

Size : Jelly Roll Pan

Color : Champagne Gold

\$12⁹⁹

✓prime One-Day


FREE delivery **Tomorrow, Jun 13**

Arrives before Father's Day

Needs 8 , Has: 9

Add to Cart

...



TopTie Women's Chef Coat Short Sleeve Chef Jacket

by TOPTIE (Apparel)

★★★★☆ 1,179

Size : Medium

Color : White With Pockets

\$17⁴⁹ Typical: ~~\$19.99~~

\$6.08 delivery **Jun 24 - 27**

"These are for the students in the Year 3 a..."

Priority: High | Needs 4 , Has: 5

Add to Cart

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12:36

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🔋 72

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🔍 Search or ask a question

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Tamodan 12 Inches Side Not Bursting Piping Bag, 100 Pcs Explosion-Proo...

by Tamodan (Kitchen)

★★★★☆ 2,889

Color : 12 inch

Limited time deal

\$7⁶⁴ Typical: \$8.99

Save more with Subscribe & Save

✓prime Two-Day


FREE delivery Sat, Jun 14

Arrives before Father's Day

Needs 2 , Has: 2

Add to Cart

...



Metal Kitchen Tool

by PROCHOP (Kitchen)


★★★★☆ 199

Currently unavailable.

Needs 1 , Has: 1

See all buying options

...



Jelly Roll Pan 15x10 - HONGBAKE Commercial Cookie Sheets for Baki...

by HONGBAKE (Kitchen)

★★★★☆ 1,566

Size : Jelly Roll Pan

Color : Champagne Gold

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PACIFIC GROVE UNIFIED SCHOOL DISTRICT SOLICITATION OF FUNDS APPROVAL REQUEST FORM

Phone: (831) 646-6510 Fax: (831) 646-6500 E-mail: mackerman@pgusd.org

With prior written approval of the Superintendent or designee, a student, student organization, or school-connected organization (such as the PTA's, PG Pride, etc.) may solicit funds if such funds directly benefit the students and/or staff of the school or District. (See Board Policy 1321 for further information)

School-connected organizations who wish to raise funds on behalf of the schools or District must submit a Solicitation of Funds Approval Request Form to the Superintendent requesting approval before the commencement of each fundraiser and annually for reoccurring fundraisers. This form must be submitted at least 5 school days prior to the fundraising event or activity.

At the conclusion of the fundraiser, the school-connected organization must submit a report to the District including how much money was raised on behalf of the District and how the funds were distributed.

Group Name: T.A.S.K. 4 U & Me, Foundation Inc. (sponsors P.G.H.S. humanitarian lunch time club - T.A.S.K. Tuesday)

Contact Name: DiAnna L. Gamecho (Together Achieving Successful Kindness)

Contact Phone Number: Desk at the high school 646-6590 ex 6211 or cell 831-596-8226

Contact Email: dgamecho@pgusd.org or task4youunme@yahoo.com

Non-Profit Number: 81-2818795

Name of fundraiser: T.A.S.K. Water Walk (a walk-a-thon)

Purpose of fundraiser:

To raise funds for senior scholarships, international literary projects with Nicaragua, local literary projects, projects with Monterey Youth homeless, Women shelter, continued developing and upkeep of our campus social-emotional garden, and so on

Date(s) of fundraiser: Saturday, September 28, 2024 from 11:00 a.m - 1:00 p.m.

Will students participate in fundraising? Yes or No: Yes

Will the fundraiser be online? Yes or No: Yes

Are there any fees associated with the fundraiser: Yes (foundation will cover)

How will the fundraiser be advertised? Flyers, district news letter, emails to school, social media, foundations website, local

*****PLEASE NOTE*****

The following disclaimer must be included on all advertising:

Pacific Grove Unified School District neither endorses nor sponsors the organization or activity represented in this document.

Signature indicates that you understand above stated conditions:

Signature: 

Date: 8-5-24

Pacific Grove Unified School District

Community Relations

Exhibit #1321a

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
SOLICITATION OF FUNDS APPROVAL REQUEST FORM**
School Connected Organizations

Phone: (831) 646-6510 Fax: (831) 646-6500 E-mail: lvillegas@pgusd.org

With prior written approval of the Superintendent or designee, school-connected organizations (such as the PTA's, PG Pride, etc.) may solicit funds if such funds directly benefit the students and/or staff of the school or District. (See Board Policy 1321 for further information) School-connected organizations who wish to raise funds on behalf of the schools or District must submit an annual Solicitation of Funds Approval Request Form to the Superintendent. This form must be submitted at least 15 school days prior to the first fundraising event or activity.

At the conclusion of annual fundraising, the school-connected organization must submit a report to the District including how much money was raised on behalf of the District and how the funds were distributed. (See Section 2)

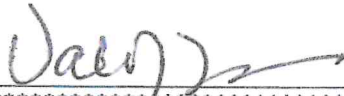
SECTION 1: Required at least 15 days prior to the event.Group Name: PG P.R.I.D.E. Inc.Contact Name: Valerie TingleyContact Phone Number: 831-884-8818Contact Email: valerie.j.tingley@gmail.com
info@supportpgpride.comNon-Profit Number: 77-0017369Name of fundraiser: WALK with PRIDE

General purpose of fundraiser: Participants/students obtain pledges to raise money for their classroom, clubs, or special projects. Funds raised are donated to PGUSD through PG PRIDE designating the teacher/club/project for use in supplementing the classroom learning experience.

Date(s) of first fundraiser: Saturday, September 21, 2024Will students participate in fundraising? Y/N: YWill the fundraiser be online? Yes/No: YAre there any fees associated with the fundraiser: Y - but pd by PGPHow will the fundraiser be advertised? School flyers, school newsletters, posters, social media, and word of mouth.

**The following disclaimer must be included on all advertising: Pacific Grove Unified School District neither endorses nor sponsors the organization or activity represented in this document.*

Signature indicates that you understand above stated conditions:

Signature: Date: 9/28/24**SECTION 2: Required at the conclusion of the event. Please submit to the District.**How much money total was raised on behalf of the District: 19,656.00What format do you intend to use for final reporting? See attached

Attach a detailed summary/accounting of how all funds were distributed for the year, and plans for remaining balance

Signature indicates that you understand above stated conditions:

Signature: Date: 10/23/24

Donations received as of 10/11/2024

56/246

Ck4341	10/21/2024	38,399.00
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Pacific Grove High School		Forest Grove Elementary		Robert Down Elementary	
Alvarez	50.00	Anderson	255.00	Alt	810.00
Kelly	150.00	Cina	100.00	Bingham	915.00
Lopez	100.00	Condit	410.00	Bloomer	500.00
Selfridge	50.00	Dempsey	5,150.00	Brockmeyer	170.00
TOTAL	350.00	Fadem	370.00	Chavez	1,230.00
		Flores	275.00	Dacuyan	470.00
		Lee	820.00	Darnell	1,885.00
		Luciano	350.00	Davis	50.00
Pacific Grove Middle School		McDaniel	100.00	Erickson - BASRP	50.00
Avedissian	2,375.00	Montgomery	150.00	Evans	1,150.00
Bolton	25.00	Morrisey	136.00	Gilmore	1,090.00
Coach Travaille	50.00	Patel	302.00	Hober	620.00
Costales	140.00	Patel/Welch	90.00	Ibrahim	571.00
Dorey	50.00	Russo	270.00	Jenner	660.00
Fort	125.00	Serpa	320.00	Johnson	1,025.00
Griffin	85.00	Sweeney	290.00	Kelly	740.00
Hawthorne	50.00	Woods	370.00	Gilmore	100.00
King	50.00	Wright	775.00	Pechan	1,255.00
Masar	70.00	TOTAL	10,533.00	Perkins	1,210.00
Matlow	125.00			Pertstein	1,445.00
McBride	50.00			Principle B	50.00
Mountain	50.00			Renteria	965.00
Parsons	25.00			Spadoni	990.00
Priest	4,710.00	Dual Language Preschool		Webb	170.00
Tuinenga	50.00	Macias-Rivera	395.00	Wilson	535.00
Wheeler	10.00				
TOTAL	8,040.00	Co-op Preschool		TOTAL	18,656.00
		Broz	425.00		

Pacific Grove Unified School District

Community Relations

Exhibit #1321a

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
SOLICITATION OF FUNDS APPROVAL REQUEST FORM**
School Connected Organizations

Phone: (831) 646-6510 Fax: (831) 646-6500 E-mail: lvillegas@pgusd.org

With prior written approval of the Superintendent or designee, school-connected organizations (such as the PTA's, PG Pride, etc.) may solicit funds if such funds directly benefit the students and/or staff of the school or District. (See Board Policy 1321 for further information) School-connected organizations who wish to raise funds on behalf of the schools or District must submit an annual Solicitation of Funds Approval Request Form to the Superintendent. This form must be submitted at least 15 school days prior to the first fundraising event or activity.

At the conclusion of annual fundraising, the school-connected organization must submit a report to the District including how much money was raised on behalf of the District and how the funds were distributed. (See Section 2)

SECTION 1: Required at least 15 days prior to the event.

Group Name: PGMS Leadership Contact Name: Chris Avedissian
 Contact Phone Number: 610-780-3189 Contact Email: cavedissian@pgusd.org
 Non-Profit Number: _____ Name of fundraiser: Duct tape fundraiser

General purpose of fundraiser:

To raise money for PGMS ASB activities (Fall Ball, etc.)

Date(s) of first fundraiser: October 11, 2024 Will students participate in fundraising? Y/N: Y

Will the fundraiser be online? Yes/No: No Are there any fees associated with the fundraiser: No

How will the fundraiser be advertised? Videobulletin

**The following disclaimer must be included on all advertising: Pacific Grove Unified School District neither endorses nor sponsors the organization or activity represented in this document.*

Signature indicates that you understand above stated conditions:

Signature:  Date: 9/27/24

SECTION 2: Required at the conclusion of the event. Please submit to the District.

How much money total was raised on behalf of the District: _____

What format do you intend to use for final reporting? _____

Attach a detailed summary/accounting of how all funds were distributed for the year, and plans for remaining balance

Signature indicates that you understand above stated conditions:

Signature: _____ Date: _____

Pacific Grove Unified School District

Community Relations

Exhibit #1321a

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
SOLICITATION OF FUNDS APPROVAL REQUEST FORM
 School Connected Organizations

Phone: (831) 646-6510 Fax: (831) 646-6500 E-mail: lvillegast@pgusd.org

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SECTION 1: Required at least 15 days prior to the event.

Group Name: PGMS Leadership Contact Name: Chris Avedissian
 Contact Phone Number: 610-780-3189 Contact Email: cavedissian@pgusd.org
 Non-Profit Number: _____ Name of fundraiser: Duct tape fundraiser

General purpose of fundraiser:

To raise money for PGMS ASB activities (Fall Ball, etc.)

Date(s) of first fundraiser: October 11, 2024 Will students participate in fundraising? Y/N: Y
 Will the fundraiser be online? Yes/No: No Are there any fees associated with the fundraiser: No
 How will the fundraiser be advertised? Videobulletin

*The following disclaimer must be included on all advertising: *Pacific Grove Unified School District neither endorses nor sponsors the organization or activity represented in this document.*

Signature indicates that you understand above stated conditions:

Signature: [Signature] Date: 9/27/24

SECTION 2: Required at the conclusion of the event. Please submit to the District.How much money total was raised on behalf of the District: N/A - EVENT CANCELLED

What format do you intend to use for final reporting? _____

Attach a detailed summary/accounting of how all funds were distributed for the year, and plans for remaining balance

Signature indicates that you understand above stated conditions:

Signature: [Signature] Date: 5/30/25



Community Relations

Exhibit #1321a

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
SOLICITATION OF FUNDS APPROVAL REQUEST FORM**
School Connected Organizations

Phone: (831) 646-6510 Fax: (831) 646-6500 E-mail: lvillegas@pgusd.org

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At the conclusion of annual fundraising, the school-connected organization must submit a report to the District including how much money was raised on behalf of the District and how the funds were distributed. (See Section 2)

SECTION 1: Required at least 15 days prior to the event.

Group Name: PGMS Leadership Contact Name: Chris Avedissian
Contact Phone Number: 610-780-3189 Contact Email: cavedissian@pgusd.org
Non-Profit Number: _____ Name of fundraiser: Fall Ball

General purpose of fundraiser:

To raise funds for PGMS ASB activities and events

Date(s) of first fundraiser: November 22, 2024 Will students participate in fundraising? Y/N: Y

Will the fundraiser be online? Yes/No: No Are there any fees associated with the fundraiser: Yes

How will the fundraiser be advertised? Video bulletin, promotional flyers, announcements

**The following disclaimer must be included on all advertising: Pacific Grove Unified School District neither endorses nor sponsors the organization or activity represented in this document.*

Signature indicates that you understand above stated conditions:

Signature:  Date: November 5, 2024

SECTION 2: Required at the conclusion of the event. Please submit to the District.

How much money total was raised on behalf of the District: _____

What format do you intend to use for final reporting? _____

Attach a detailed summary/accounting of how all funds were distributed for the year, and plans for remaining balance

Signature indicates that you understand above stated conditions:

Signature: _____ Date: _____

Pacific Grove Unified School District

Community Relations

Exhibit #1321a

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
SOLICITATION OF FUNDS APPROVAL REQUEST FORM
School Connected Organizations**

Phone: (831) 646-6510 Fax: (831) 646-6500 E-mail: lvallegasio-pgusd.org

With prior written approval of the Superintendent or designee, school-connected organizations (such as the PTA's, PG Pride, etc.) may solicit funds if such funds directly benefit the students and/or staff of the school or District (See Board Policy 1321 for further information) School-connected organizations who wish to raise funds on behalf of the schools or District must submit an annual Solicitation of Funds Approval Request Form to the Superintendent. This form must be submitted at least 15 school days prior to the first fundraising event or activity.

At the conclusion of annual fundraising, the school-connected organization must submit a report to the District including how much money was raised on behalf of the District and how the funds were distributed. (See Section 2)

SECTION 1: Required at least 15 days prior to the event.

Group Name: PGMS Leadership Contact Name: Chris Avedissian
 Contact Phone Number: 610-780-3189 Contact Email: cavedissian@pgusd.org
 Non-Profit Number: _____ Name of fundraiser: Fall Ball

General purpose of fundraiser:

To raise funds for PGMS ASB activities and events

Date(s) of first fundraiser: November 22, 2024 Will students participate in fundraising? Y/N: Y

Will the fundraiser be online? Yes/No: No Are there any fees associated with the fundraiser: Yes

How will the fundraiser be advertised? Video bulletin, promotional flyers, announcements

**The following disclaimer must be included on all advertising: Pacific Grove Unified School District neither endorses nor sponsors the organization or activity represented in this document.*

Signature indicates that you understand above stated conditions:

Signature: [Signature] Date: November 5, 2024

SECTION 2: Required at the conclusion of the event. Please submit to the District.

How much money total was raised on behalf of the District: \$1,515.00

What format do you intend to use for final reporting? GOOGLE DOC / PDF

Attach a detailed summary/accounting of how all funds were distributed for the year, and plans for remaining balance

Signature indicates that you understand above stated conditions:

Signature: [Signature] Date: 5/30/25

PGMS Leadership
Solicitation of Funds 2024-25 Final Report

PGMS Fall Ball Fundraiser, held November 22, 2024, raised \$1,515.00

Funds went towards 2025 8th grade t-shirts from Field of Dreams designs.

Pacific Grove Unified School District

Community Relations

Exhibit #1321a

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
SOLICITATION OF FUNDS APPROVAL REQUEST FORM**
School Connected Organizations

Phone: (831) 646-6510 Fax: (831) 646-6500 E-mail: lvillegas@pgusd.org

With prior written approval of the Superintendent or designee, school-connected organizations (such as the PTA's, PG Pride, etc.) may solicit funds if such funds directly benefit the students and/or staff of the school or District. (See Board Policy 1321 for further information) School-connected organizations who wish to raise funds on behalf of the schools or District must submit an annual Solicitation of Funds Approval Request Form to the Superintendent. This form must be submitted at least 15 school days prior to the first fundraising event or activity.

At the conclusion of annual fundraising, the school-connected organization must submit a report to the District including how much money was raised on behalf of the District and how the funds were distributed. (See Section 2)

SECTION 1: Required at least 15 days prior to the event.

Group Name: PG Steam Contact Name: Sally Richmond
Contact Phone Number: 831 920 1830 Contact Email: srichmond@pgusd.org
Non-Profit Number: 82-3044688 Name of fundraiser: Butterfly Sale

General purpose of fundraiser:

To support the BreakerBots (purchase materials to build robots)

Date(s) of first fundraiser: Nov 1, 2024 Will students participate in fundraising? Y/N: Y

Will the fundraiser be online? Yes/No: Yes Are there any fees associated with the fundraiser: No student fees

How will the fundraiser be advertised? On our website, through emails to family and friends, flyers to PGUSD schools

*The following disclaimer must be included on all advertising: *Pacific Grove Unified School District neither endorses nor sponsors the organization or activity represented in this document.*

Signature indicates that you understand above stated conditions:

Signature: Sally A Richmond Date: Oct 7, 2024

SECTION 2: Required at the conclusion of the event. Please submit to the District.

How much money total was raised on behalf of the District: \$1,274.00

What format do you intend to use for final reporting? Funds used during the BreakerBots build season for supplies. All funds spent

Attach a detailed summary/accounting of how all funds were distributed for the year, and plans for remaining balance

N/A

Signature indicates that you understand above stated conditions:

Signature: L.V. signing for Ms. Richmond Date: 6/10/25

APPROVED

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
SOLICITATION OF FUNDS APPROVAL REQUEST FORM**
School Connected Organizations

Phone: (831) 646-6510 Fax: (831) 646-6500 E-mail: lvillegas@pgusd.org

With prior written approval of the Superintendent or designee, school-connected organizations (such as the PTA's, PG Pride, etc.) may solicit funds if such funds directly benefit the students and/or staff of the school or District. (See Board Policy 1321 for further information) School-connected organizations who wish to raise funds on behalf of the schools or District must submit an annual Solicitation of Funds Approval Request Form to the Superintendent. This form must be submitted at least 15 school days prior to the first fundraising event or activity.

At the conclusion of annual fundraising, the school-connected organization must submit a report to the District including how much money was raised on behalf of the District and how the funds were distributed. (See Section 2)

SECTION 1: Required at least 15 days prior to the event.

Group Name: PGMS Choir Contact Name: Jared Masar
Contact Phone Number: 719-469-4346 Contact Email: jmasar@pgusd.org
Non-Profit Number: N/A Name of fundraiser: Raise Craze

General purpose of fundraiser:

Raise money for supplies and buses for trips

Date(s) of first fundraiser: Feb 3- Feb 21, 2025 Will students participate in fundraising? Y/N: Y

Will the fundraiser be online? Yes/No: yes Are there any fees associated with the fundraiser: yes

How will the fundraiser be advertised? Email

**The following disclaimer must be included on all advertising: Pacific Grove Unified School District neither endorses nor sponsors the organization or activity represented in this document.*

Signature indicates that you understand above stated conditions:

Signature: Jared Masar Date: 1/13/2025

SECTION 2: Required at the conclusion of the event. Please submit to the District.

How much money total was raised on behalf of the District: _____

What format do you intend to use for final reporting? _____

Attach a detailed summary/accounting of how all funds were distributed for the year, and plans for remaining balance

Signature indicates that you understand above stated conditions:

Signature: _____ Date: _____

Pacific Grove Unified School District

Community Relations

Exhibit #1321a

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
SOLICITATION OF FUNDS APPROVAL REQUEST FORM**
School Connected Organizations

Phone: (831) 646-6510 Fax: (831) 646-6500 E-mail: lvillegas@pgusd.org

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At the conclusion of annual fundraising, the school-connected organization must submit a report to the District including how much money was raised on behalf of the District and how the funds were distributed. (See Section 2)

SECTION 1: Required at least 15 days prior to the event.

Group Name: PGMS Choir Contact Name: Jared Masar
Contact Phone Number: 719-469-4346 Contact Email: jmasar@pgusd.org
Non-Profit Number: N/A Name of fundraiser: Raise Craze

General purpose of fundraiser:

Raise money for supplies and buses for tripsDate(s) of first fundraiser: Feb 3- Feb 21, 2025 Will students participate in fundraising? Y/N: yWill the fundraiser be online? Yes/No: yes Are there any fees associated with the fundraiser: yesHow will the fundraiser be advertised? Email

*The following disclaimer must be included on all advertising: *Pacific Grove Unified School District neither endorses nor sponsors the organization or activity represented in this document.*

Signature indicates that you understand above stated conditions:

Signature: Jared Masar Date: 1/13/2025

SECTION 2: Required at the conclusion of the event. Please submit to the District.How much money total was raised on behalf of the District: \$2553.60What format do you intend to use for final reporting? Google Sheets

Attach a detailed summary/accounting of how all funds were distributed for the year, and plans for remaining balance

Signature indicates that you understand above stated conditions:

Signature: Jared Masar Date: 6/12/25

2024-25 PGMS Choir	
Total Money Received	Money Spent
	\$2,553.60 JW. Pepper \$400
	Justice Post \$500
	Music in the Parks \$1653.6

Pacific Grove Unified School District

Community Relations

Exhibit #1321a

PACIFIC GROVE UNIFIED SCHOOL DISTRICT SOLICITATION OF FUNDS APPROVAL REQUEST FORM

School Connected Organizations

Phone: (831) 646-6510 Fax: (831) 646-6500 E-mail: mackerman@pgusd.org

With prior written approval of the Superintendent or designee, school-connected organizations (such as the PTA's, PG Pride, etc.) may solicit funds if such funds directly benefit the students and/or staff of the school or District. (See Board Policy 1321 for further information) School-connected organizations who wish to raise funds on behalf of the schools or District must submit an annual Solicitation of Funds Approval Request Form to the Superintendent. This form must be submitted at least 15 school days prior to the first fundraising event or activity.

At the conclusion of annual fundraising, the school-connected organization must submit a report to the District including how much money was raised on behalf of the District and how the funds were distributed. (See Section 2)

SECTION 1: Required at least 15 days prior to the event.

Group Name: RHD PTA Contact Name: Amie Miller
Contact Phone Number: 831-869-1176 Contact Email: AMIE@sent.com
Non-Profit Number: _____ Name of fundraiser: _____

General purpose of fundraiser:

Several Events to support PTA

Date(s) of first fundraiser: 8-1-2024 Will students participate in fundraising? Y/N: _____

Will the fundraiser be online? Yes/No: _____ Are there any fees associated with the fundraiser? Depends on

How will the fundraiser be advertised? Social Media + Flyers Ent.

*The following disclaimer must be included on all advertising: Pacific Grove Unified School District neither endorses nor sponsors the organization or activity represented in this document.

Signature indicates that you understand above stated conditions:

Signature: [Signature] Date: 10-9-24

SECTION 2: Required at the conclusion of the event. Please submit to the District.

How much money total was raised on behalf of the District: _____

What format do you intend to use for final reporting? _____

Attach a detailed summary/accounting of how all funds were distributed for the year, and plans for remaining balance

Signature indicates that you understand above stated conditions:

Signature: _____ Date: _____

Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 7, 2025

Presenter(s)

Sean Roach

Principal

Item

PGMS – Contract for Services with Peninsula Sports, Inc. (2025-26 SY)

Recommendation

The District Administration recommends that the Board review and approve the Contract for Services with Peninsula Sports, Incorporated to provide scheduling of the referees for the Pacific Grove Middle School.

Background

For the past 24 years, Peninsula Sports, Inc. has provided the scheduling of referees for PGMS Sports activities (volleyball, soccer, basketball, and wrestling).

Information

The firm currently provides the only opportunity for referees at our games.

Fiscal Impact

The total contract for the middle school is not to exceed \$1500. The funds are paid for by the PGMS After-school Athletics budget.

2025/26 ▾

(01) General Fund ▾

Program/Grant

PGMS After-school Athletics

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT Peninsula Sports Inc.

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Sean Roach

FUNDING SOURCE Athletics Budget 01-0000-0-1176-4200-5800-00-005-8000-0000

AGREEMENT TOTAL AMOUNT 1500

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Peninsula Sports 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 Scheduling Specialist. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to schedule referees for Pacific Grove Middle School after-school sports and league games for 2025-2026 school year .
2. **Term:** Consultant shall commence providing services under this Agreement on Aug 1, 2025 , and will diligently perform as required and complete performance by May 30, 2026 .

3. **Compensation:** District agrees to pay 1500 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed 1500 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: Peninsula Sports Inc.
Address:  1732 Fremont Blvd Suite 200B
City/State/Zip: Seaside, CA 93955
Business Phone: 831-241-1101
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
- ☐ Fingerprinting done by the organization independently (declare under perjury)-
Consultant's Employee(s)
- ☒ No direct contact or interaction with students

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

- ☒ W-9 Form

24. **Type of Business Entity:**

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

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

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent

(Signed AFTER Board approval)

Signature: _____

Name: Sean Roach

Title: _____

Date: _____

Consultant

(Can sign BEFORE Board's approval)

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

☐ Contracted work was not assigned using District's normal employment recruitment process.

Signature: _____

Date: _____

Chief Human Resources Officer

Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 7, 2025

Presenter(s)

Sean Roach
Principal

Item

PGMS – Contract for Services with Premier Studios (2025-26 SY)

Recommendation

The District Administration recommended that the Board review and approve the Contract for Services with Premier Studios to provide photography services for the Pacific Grove Middle School.

Background

Premier Studios has provided photography services for over 18 years with PGMS.

Information

Premier Studios will provide school pictures, student ID's, student look books, student of the month pictures, sports pictures, 8th grade Panorama, 8th grade Promotion ceremony pictures for the 2025-2026 school year, at no charge for their services.

Fiscal Impact

Premier Studios collects payment from the families who choose to purchase the picture packages directly from the company (reasonable prices). The Student of the Month photos are free of charge to those families.

2025/26 ▾

(None) No Fiscal Impact

Program/Grant

N/A

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT PremierStudios

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Sean Roach

FUNDING SOURCE N/A

AGREEMENT TOTAL AMOUNT \$0

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 PremierStudios ("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 photographer. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to photograph school picture day/retakes, sports pictures, student of the month pictures, and 8th grade Promotion Ceremony pictures. .
2. **Term:** Consultant shall commence providing services under this Agreement on Aug 11, 2025 , and will diligently perform as required and complete performance by May 30, 2026 .

3. Compensation: District agrees to pay \$0 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$0 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: PremierStudios
Address: 4746 West Jennifer Avenue #101
City/State/Zip: Fresno, CA 93722
Business Phone: 559-274-9231
Email (Optional): premierstudios@comcast.net

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

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

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

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

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

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

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

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

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

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

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

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

- ☒ W-9 Form

24. **Type of Business Entity:**

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

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

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent

(Signed AFTER Board approval)

Signature: _____

Name: Sean Roach

Title: _____

Date: _____

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

Signature: _____

Name: _____

Date: _____

Human Resources*(Signed AFTER Board approval)*☐ Contracted work was not assigned using District's normal employment recruitment process.

Signature: _____

Date: _____

Chief Human Resources Officer

Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 7, 2025

Presenter(s)

Sean Roach

Principal

Item

PGMS – Contract for Services with Ellsworth Gregory Piano (2025-26 SY)

Recommendation

The District Administration recommends that the Board review and approve the Contract for Services with Ellsworth Gregory Piano to maintain the pianos in the Music Department for the Pacific Grove Middle School.

Background

This is a recurring service.

Information

Ellsworth Gregory Piano tuning will help to ensure that the pianos for the Music Department are in tune for the 2025-26 school year.

Fiscal Impact

The total contract is not to exceed \$500.

2025/26 ▾

(01) General Fund ▾

Program/Grant

Music

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT Ellsworth Gregory Piano Tuning

SITE/DEPARTMENT PGMS/ Music

SUBMITTED BY Sean Roach

FUNDING SOURCE PGMS Music budget

AGREEMENT TOTAL AMOUNT \$500

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

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

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

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

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

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work:** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a piano tuner. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to piano tuning and piano repairs.
2. **Term:** Consultant shall commence providing services under this Agreement on Aug 11, 2025 , and will diligently perform as required and complete performance by Aug 11, 2025 .

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

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

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

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

6. **Performance of Services:**

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

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

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

7. **Termination:**

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

7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District.

Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

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

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

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

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

11. Indemnity: Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement,

including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

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

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

District

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

Consultant

Name: Ellsworth Gregory Piano Tuning
Address: P.O. Box 5851
City/State/Zip: Carmel, CA 93923
Business Phone: 831-624-9611, 831-298-7623
Email (Optional): [Email](#)

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

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

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

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

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

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

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

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

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

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

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

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

- ☒ W-9 Form

24. **Type of Business Entity:**

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

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

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent

(Signed AFTER Board approval)

Signature: _____

Name: Sean Roach

Title: _____

Date: _____

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

Signature: _____

Name: _____

Date: _____

Human Resources*(Signed AFTER Board approval)*☐ Contracted work was not assigned using District's normal employment recruitment process.

Signature: _____

Date: _____

Chief Human Resources Officer

Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 7, 2025

Presenter(s)

Sean Roach
Principal

Item

PGMS – Contract for Services with SCOE Outdoor Science School at Camp Koinonia (2025-26 SY)

Recommendation

The District Administration recommends the Board review and approve the Contract for Services with Santa Cruz Office of Education for a 6th grade Outdoor Science School at Camp Koinonia for the Pacific Grove Middle School.

Background

This is an annual contract for the PGMS 6th grade students to attend Camp Koinonia.

Information

The Santa Cruz Office of Education offers Camp Koinonia every year, which is located in the Santa Cruz Mountains at 1605 Eureka Canyon Road, Watsonville, CA. This year, the camp runs from January 10th through January 13th, 2026. The camp offers the PGMS 6th grade students an opportunity to learn hands-on common core aligned science standards, in addition to building skills in collaboration, compromise and cooperation.

Fiscal Impact

There is no fiscal impact to PGMS or the district. The families of 6th grade students pay the fee to attend. Families that are unable to afford the fee are paid for by donations from various entities.

2025/26 ▾

(None) No Fiscal Impact

Program/Grant

N/A

SANTA CRUZ COUNTY OFFICE OF EDUCATION
Dr. Faris Sabbah, Superintendent
400 Encinal St. Santa Cruz, CA 95060

AGREEMENT

SANTA CRUZ COUNTY OUTDOOR SCIENCE SCHOOL

This agreement is entered into this 16th day of June by and between the office of Santa Cruz County Superintendent of Schools, hereafter called "Superintendent" and Pacific Grove Unified School District in Monterey County, hereinafter called "District."

WHEREAS, sections 1700 *et seq.*, 8760 *et seq.* of the Education Code of the State of California authorizes the County Superintendent of Schools to contract with school districts to provide programs and classes in outdoor science and conservation education to pupils in the school district; and

WHEREAS, said Education Codes further authorize school districts to participate in such program provided under contract with the County Superintendent of Schools upon payment by the school district of the actual cost of providing such programs or classes;

NOW, THEREFORE, pursuant to such authority and in consideration of the mutual premises herein contained, the parties hereto agree as follow:

1. Superintendent agrees to conduct a program of outdoor science and conservation education during the school year 2025-2026 ("Outdoor Science School").
2. a. District agrees to participate with a minimum of 120 students of its fifth or sixth grade classes in said program during the Fall and/or Spring of the 2025-2026 school year and further agrees to pay the amount due according to the attached Fee Schedule. Payment is expected within 30 days of participation unless a prior written arrangement has been made. A Purchase Order number, or other appropriate authorization from the District, is to be attached to the signed acceptance form.
- b. District agrees to have at least one *District-certificated teacher* per thirty (35) students in attendance at the Outdoor Science School.
- c. If a student is unable to complete the program in which s/he is participating after arrival at the Outdoor Science School for any reason other than injury, illness, or family emergency, his/her absence shall not reduce the fee.
3. The District recognizes this activity is a school sponsored field trip and as such, agrees to provide transportation to and from the Outdoor Science School for all students, teachers and other personnel from the District, including accepting responsibility for transportation of students needing medical treatment due to injury and students who have been suspended from the Outdoor Science School program for infraction of the Outdoor Science School Program Rules, attached hereto.
4. The District agrees to share responsibility for the recruiting of the volunteer high school students that aid in the supervision of the visiting students. If the District recruits individuals 18 or older, the District shall submit an affidavit confirming a current Live Scan Fingerprint clearance 30 days in advance of participation for said adult volunteer.
5. The District shall give Superintendent at least thirty (30) days written notice if, for any reason, the guaranteed number of students will not attend. If, for any reason, more than 10% of the guaranteed number of students do not attend as agreed, and the written notification requirement, as indicated above, has not been met, the District will be held liable and will be billed for those program costs for

each non-attending student. If the District does follow the written notification requirement, the District will not be responsible for fulfilling the guaranteed number of students.

6. If Superintendent is delayed or hindered in or prevented from the performance of any service under this Agreement because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, pandemic, or other reason beyond the reasonable control of the Superintendent ("Force Majeure Event"), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period.
7. District agrees that students and adult personnel will adhere to the Outdoor Science School Program Rules. If an infraction occurs, the Superintendent, in his/her sole discretion, reserves the right to exclude offender from the program and District will be billed for such offender if it is a student.
8. Each party shall protect, defend, indemnify, and hold the other party and its elected officials, officers, employees, representatives, and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to the indemnifying party's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with the indemnifying party's acts or omissions in the performance of its obligations under this Agreement, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that the indemnifying party's duty to indemnify and hold harmless shall not include any claims or liability arising from the gross negligence, recklessness, or intentional misconduct of the other party and its elected officials, officers, employees, representatives, and agents.
9. During the entire term of this Agreement, any extension thereof, District shall maintain in effect a policy or policies of comprehensive general liability insurance providing a minimum combined single limit coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate for the defense of lawsuits and the payment of damages arising from bodily injury, sickness, or disease, and death to any persons, and property loss, damage, and destruction, for each accident or occurrence. Each said comprehensive or commercial general liability insurance policy shall name the Santa Cruz County Office of Education and the Santa Cruz County Superintendent of Schools as additional insured for all liability arising out of the operations by or on behalf of the name insured in the performance of this Agreement. Documentation of insurance shall be provided to the Superintendent prior to the implementation of any services under this Agreement.
10. It is understood and agreed to by the parties hereto that Superintendent will exercise general supervision of the Outdoor Science School program and both parties will be responsible for providing sufficient personnel to ensure adequate supervision.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date above written



Santa Cruz Superintendent of Schools (or Designee)

School District: Pacific Grove Unified School District

Signature

Title

Date

Principal

7/31/25

Attachments: Statement of Policy, Attendance Dates, Tuition Schedule

Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 8, 2025

Presenter(s)

Sean Roach
Principal

Item

PGMS – Memorandum of Understanding (MOU) – Harmony at Home (2025-26 School Year)

Recommendation

The District Administration recommends that the Board review and approve the Memorandum of Understanding with Harmony at Home for the Pacific Grove Middle School.

Background

The Bullying Prevention Coach/Specialist will provide services for the 2025-26 School Year for a total of up to 184 hours at the PGMS.

Information

Harmony at Home will provide one or more Bullying Prevention Coach/Specialist trained in various Bully Prevention techniques and de-escalation tactics and The Welcoming Schools Curriculum to support PGUSD. They will provide staff training, class and campus support, de-escalation, and lead the Student Led Assembly (if requested) at the PGMS.

Fiscal Impact

N/A

2025/26 ▾

(None) No Fiscal Impact

Program/Grant

N/A

**Memorandum of Understanding
Harmony At Home and
Pacific Grove Unified School District**

The above-named parties agree as follows:


1. **Harmony At Home** will provide one or more qualified Bullying Prevention Coach/Specialist with a Bachelor's level education or currently in their final year of their Bachelors Program and be trained by Harmony At Home in various Bully Prevention techniques and de-escalation tactics and The Welcoming Schools Curriculum to support **Pacific Grove Unified School District**. Bullying Prevention Coach/Specialist will provide staff trainings, class and campus support, de-escalation, and lead the Student Led Assembly (if requested) at **Pacific Grove Middle School**.
 - a. Said Bullying Prevention Coach/Specialist will also provide 6 hours per week of on campus support in the form of class meetings, de-escalation, parent presentations, anti-bullying coaching, and teacher, faculty and staff trainings and check ins.
 - b. Said Bullying Prevention Coach/Specialist will provide staff training/refreshers on various Bully Prevention topics, strategies and techniques to cultivate an Anti-Bullying culture on Campus at the request of the school or school district..
 - c. Said Bullying Prevention Coach/Specialist will give the option to each school site to help form and lead the Student Led Assembly committee (Anti-bullying club) which will consist of 10-15 students nominated by teachers, faculty and staff and deliver a Student Led Assembly at an agreed upon time for each individual school in the current school year.
 - d. Said Bullying Prevention Coach/Specialist will provide each school site for Harmony At Home to educate their staff in the **Welcoming Schools Program**. Said Program will include providing awareness and education to school staff on how to navigate bias-based bullying issues and situations that target LGBTQ+ community. The **Welcoming Schools Program** is geared toward creating safety for those that identify as being a part of the LGBTQ+ populations in classrooms and on school campuses.
 - e. The Bullying Prevention Coach/Specialist will provide these services between the dates of **August 3rd, 2025 and June 30th, 2026**. Bullying Prevention Coach/Specialist will provide a total of up to **184 hours per school per school year** of training, On-campus support, Student Led Assembly Committee support and the option of Welcoming School Curriculum support for a total of 34 weeks.
2. **Termination:** Notwithstanding anything to the contrary herein, either Party may terminate this Agreement for any reason and without cause at any time upon ten (10) days written notice to the other Party. Such termination automatically shall take effect on the 11th day following such notice, or on such later date as specified in the notice or as the Parties may agree in writing.
3. Any past due payment for invoices exceeding 60 days may result in the pause of services until the account is brought current.
4. The proposed scope of work and services provided will commence between the weeks of **August 3rd, 2025 and June 30th, 2026**.
5. In the performance of this Memorandum of Understanding, neither Party is the agent or employee of the other party.
6. Each party shall indemnify, defend and hold harmless the other party and its officers, agents, and employees, from any and all claims, liabilities, and losses whatsoever, occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials or supplies in connection with the indemnifying party's performance of this Memorandum of Understanding, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm or corporation for damage, injury or death arising out of or connected with the indemnifying party's performance of this Memorandum of Understanding.

7. Through the Rainbow Connections partnership with Monterey County Behavioral Health there will be no cost to **Pacific Grove Unified School District** for Bullying Prevention Services during the 25-26 School Year for the schools identified through this agreement.

IN WITNESS WHEREOF, the parties execute this Memorandum of Understanding as follows:

Joaquin Hernandez
Joaquin Hernandez
Director of Operations
Harmony At Home

Dated: 07/25/2025



Dated: 7-31-25

Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 7, 2025

Presenter(s)

Gregory O'Meara
Principal

Item

PGHS – PTA Contract for Services with Kona Ice Truck of Monterey & Salinas (2025-26 SY)

Recommendation

The District Administration recommends that the Board review and approve the Parent Teacher Association Contract for Services with Kona Ice Truck of Monterey and Salinas for the Pacific Grove High School.

Background

The Pacific Grove High School Parent Teacher Association (PGHS PTA) has a Contract for Services with Kona Ice of Monterey and Salinas to support its fundraising efforts. Kona Ice, an ice truck service, has provided food and non-alcoholic beverages for these "Dine-Out" fundraisers for several years.

The District is preparing a renewal of this contract for the 2025-26 school year. The contract provides an overview of how the funds raised by the PGHS PTA support students, families, and staff of both PGHS and PGCHS, including activities like Sober Grad., field trips, and scholarship programs.

Information

Kona Ice Truck of Monterey & Salinas is flexible, easy to work with, receives good reviews, and they are generous to donate a percentage of sales back to the PGHS PTA, which helps reach fundraising goals.

Fiscal Impact

There is no fiscal impact. There is no fee for PGHS, PGHS PTA and/or the District for this contract. Kona Ice of Monterey and Salinas will donate 20% of sales back to PGHS PTA.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT Kona Ice Truck

SITE/DEPARTMENT PG High School PTA

SUBMITTED BY Greg O'Meara

FUNDING SOURCE PTA Dine Out Fundraiser (after school hours). Students and Families will pay for their food and 20% of sales will be donated back to PGHS PTA.

AGREEMENT TOTAL AMOUNT No fee for the District to pay

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 Kona Ice Truck ("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 place for students and families to purchase food. 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 and non-alcoholic drinks.

2. **Term:** Consultant shall commence providing services under this Agreement on Jul 29, 2025 , and will diligently perform as required and complete performance by May 29, 2026 .

3. **Compensation:** District agrees to pay No fee for the District to pay to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed No fee for the District to pay 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
MontereySalinas@kona-ice.com

Consultant

Name: Kona Ice Truck
Address: P.O. Box 1448
City/State/Zip: Castroville, CA 95012
Business Phone: 831-757-7777
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
- ☐ Fingerprinting done by the organization independently (declare under perjury)-
Consultant's Employee(s)
- ☐ No direct contact or interaction with students

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

- ☒ W-9 Form

24. **Type of Business Entity:**

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

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

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent

(Signed AFTER Board approval)

Signature: _____

Name: Greg O'Meara

Title: _____

Date: _____

Consultant

(Can sign BEFORE Board's approval)

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

☐ Contracted work was not assigned using District's normal employment recruitment process.

Signature: _____

Chief Human Resources Officer

Date: _____

Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 7, 2025

Presenter(s)

Gregory O'Meara
Principal

Item

PGHS – PTA Contract for Services with Tacos Don Beto (2025-26 SY)

Recommendation

The District Administration recommends that the Board review and approve the Parent Teacher Association Contract for Services with Tacos Don Beto for the Pacific Grove High School.

Background

The Pacific Grove High School Parent Teacher Association (PGHS PTA) has a contract for services with Tacos Don Beto to support its "Dine-Out" fundraising efforts. Tacos Don Beto is a Mexican food truck service that has participated in the PGUSD PTA's fundraisers for several years.

The District is considering a renewal of this contract for the 2025–26 school year. The contract will provide an overview of how the funds raised by the PGHS PTA support students, families, and staff of both PGHS and Community High, funding activities like Sober Grad, field trips, and student awards.

Information

Tacos Don Beto is flexible, easy to work with, receives good reviews, and they are generous to donate a percentage of sales back to the PGHS PTA, which helps reach fundraising goals.

Fiscal Impact

There is no fiscal impact. There is no fee for PGHS, PGHS PTA and/or the District for this contract. Tacos Don Beto will donate 20% of sales back to PGHS PTA.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT Tacos Don Beto

SITE/DEPARTMENT PG High School PTA

SUBMITTED BY Greg O'Meara

FUNDING SOURCE PTA Dine Out Fundraiser (after school hours). Families will pay for their food and 20% of sales will be donated back to PGHS PTA.

AGREEMENT TOTAL AMOUNT No fee for the District to pay

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 place for students and families to purchase food. 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 and non-alcoholic drinks.

2. **Term:** Consultant shall commence providing services under this Agreement on Jul 29, 2025 , and will diligently perform as required and complete performance by May 29, 2026 .

3. **Compensation:** District agrees to pay No fee for the District to pay to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed No fee for the District to pay 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: Tacos Don Beto
Address: 📍 206 Columbine Drive
City/State/Zip: Salinas, CA 93906
Business Phone: 831-320-5668
Email (Optional): tacosdonbeto@gmail.com

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

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

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

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

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

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

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

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

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

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

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

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

- ☒ W-9 Form

24. **Type of Business Entity:**

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

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with*

these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.

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

Pacific Grove Unified School District

Consultant

Site representative or Assistant Superintendent

(Can sign BEFORE Board's approval)

(Signed AFTER Board approval)

Signature: _____

Signature: _____

Name: Greg O'Meara

Name: _____

Title: _____

Date: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

☐ Contracted work was not assigned using District's normal employment recruitment process.

Signature: _____

Date: _____

Chief Human Resources Officer

Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 7, 2025

Presenter(s)

Yolanda Cork-Anthony

Executive Director of Student Services

Item

Contract for Services with FAST Translation Services – Individualized Education Program (IEPs) (2025-26 SY)

Recommendation

The District Administration recommends that the Board review and approve the Contract for Services with FAST Translations to provide language interpretation for students and families with Individualized Education Program (IEPs) as needed.

Background

Student Services needs to continue to provide translation services to parents/guardians in languages other than English.

Information

By providing translators for parents and guardians speaking languages other than English, they will be able to fully participate in parent teacher conferences, 504 and IEP meetings.

Fiscal Impact

\$6000 Total Budgeted.

(01) General Fund ▾

Program/Grant

Special Education, resource code: 6500

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

CONSULTANT FAST Services

SITE/DEPARTMENT Student Services

SUBMITTED BY Yolanda Cork-Anthony

FUNDING SOURCE Student Services Contracts

AGREEMENT TOTAL AMOUNT Up to \$6000

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 FAST Services ("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 an interpreter for meetings. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to contracting **interpreters of various languages for IEP, 504 or Parent Meetings.**

2. **Term:** Consultant shall commence providing services under this Agreement on Jul 1, 2025, and will diligently perform as required and complete performance by Jun 30, 2026.

3. **Compensation:** District agrees to pay **Up to \$6000** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **Up to \$6000** 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: FAST Services
Address: 115 Capitol Street
City/State/Zip: Salinas, CA 93901
Business Phone: 831-424-9811
Email (Optional): translations@fast-services.net

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

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

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

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

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

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

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

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

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

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

- ☐ DOJ Clearance Previously Received by District
- ☐ Fingerprinting done by the organization independently (declare under perjury) - Consultant's Employee(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

Consultant

Site representative or Assistant Superintendent

(Can sign BEFORE Board's approval)

(Signed AFTER Board approval)

Signature: _____

Signature: _____

Name: Yolanda Cork-Anthony

Name: Marta Granados

Title: Executive Director of Student Services

Date:

Date:

Human Resources

(Signed AFTER Board approval)

☐ Contracted work was not assigned using District's normal employment recruitment process.

Signature: _____

Date: _____

Chief Human Resources Officer

Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 7, 2025

Presenter(s)

Yolanda Cork-Anthony

Executive Director of Student Services

Item

Contract for Services with Sharon Neumann Solow, American Sign Language Interpreter (2025-26 SY)

Recommendation

The District Administration recommends that the Board review and approve the Contract for Services with Sharon Neumann Solow MA, CSC, SC:L, for American Sign Language interpretation for students and families as needed.

Background

PGUSD will maintain compliance with the Americans with Disabilities Act by providing the needed support and access for individuals who require sign language interpretation services.

Information

Sharon Neumann Solow (SNS Interpreting) will provide sign language interpretation services as needed for IEP meetings, teacher conferences and school events.

Fiscal Impact

\$3000 Total Budgeted

\$250 an hour, not to exceed 12 hours

2025/26 ▾

(01) General Fund ▾

Program/Grant

Special Education, resource code: 6500

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT Sharon Neumann Solow, MA, CSC, SC:L

SITE/DEPARTMENT Student Services

SUBMITTED BY Yolanda Cork-Anthony

FUNDING SOURCE Student Services Contracts

AGREEMENT TOTAL AMOUNT Up to \$3000

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 Sharon Neumann Solow, MA, CSC, SC:L ("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 Sign Language Interpreter. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to sign language interpretation services as needed for IEP meetings, teacher conferences or school events..

2. **Term:** Consultant shall commence providing services under this Agreement on **Jul 1, 2025**, and will diligently perform as required and complete performance by **Jun 30, 2026**.

3. **Compensation:** District agrees to pay Up to \$3000 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed Up to \$3000 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: Sharon Neumann Solow, MA, CSC, SC:L
Address: [1184 Arroyo Dr](#)
City/State/Zip: Pebble Beach, CA 93953
Business Phone: 831-224-4559
Email (Optional): SNSBear@gmail.com

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

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

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

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

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

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

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

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

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

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

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

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

W-9 Form

24. **Type of Business Entity:**

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

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

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent

(Signed AFTER Board approval)

Signature: _____

Name: Yolanda Cork-Anthony

Title: Executive Director of Student Services

Date:

Consultant

(Can sign BEFORE Board's approval)

Signature: _____

Name: Sharon Neumann Solow

Date:

Human Resources

(Signed AFTER Board approval)

☐ Contracted work was not assigned using District's normal employment recruitment process.

Signature: _____

Date: _____

Chief Human Resources Officer

Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 7, 2025

Presenter(s)

Yolanda Cork-Anthony

Executive Director of Student Services

Item

Contract for Services with Amergis Healthcare Staffing, Inc. (2025-26 SY)

Recommendation

The District Administration recommends that the Board review and approve the Contract with Amergis Healthcare Staffing, Incorporated.

Background

The Monterey County Special Education Local Plan Area (SELPA) holds the Master Contract with Amergis Healthcare Staffing, Inc for all county districts that may require their services. Our district has staffing needs that we have been unable to fulfill through direct hiring. Amergis Healthcare Staffing, Inc can provide a Speech and Language Pathologist to staff for the 2025-26 SY while we continue to fill a vacant Speech and Language Pathologist position.

Information

Due to staffing shortages, Amergis Healthcare Staffing, Inc will provide a Speech and Language Pathologist for our district. These services will include specialized support to students (including newly enrolled students) requiring speech therapy services according to their Individual Education Plans (IEPs).

Fiscal Impact

The Speech and Language Pathologist will work 7 hours a day, 3 times a week for 40 weeks at \$125/hr.

Budget based on 1 Speech and Language Pathologist.

Total Budgeted: \$105,000

2025/26 ▾

(01) General Fund ▾

Program/Grant

Special Education, Resource code: 6500 and 6547

Amergis Healthcare Staffing

Monterey County
Special Education Local Plan Area



**NONSECTARIAN, NONPUBLIC
SCHOOL/AGENCY SERVICES**

MASTER CONTRACT

2025-2026

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

CONTRACTOR (NPS/A): Amergis Healthcare Staffing

LOCAL EDUCATION AGENCY: Monterey County SELPA

CONTRACT YEAR: 2025-2026

 Nonpublic School

 X Nonpublic Agency

Type of Contract:

 X Master Contract for fiscal year with Individual Service Agreements (ISA) to be approved throughout the term of this contract.

 Individual Master Contract for a specific student incorporating the Individual Service Agreement (ISA) into the terms of this Individual Master Contract specific to a single student.

 Interim Contract: an extension of the previous fiscal years approved contracts and rates. The sole purpose of this Interim Contract is to provide for ongoing funding at the prior year's rates for 90 days at the sole discretion of the LEA.
Expiration Date: _____

When this section is included as part of any Master Contract, the changes specified above shall amend Section 4 – Term of Master Contract.

Table of Contents

GENERAL PROVISIONS.....	1
1. MASTER CONTRACT	1
2. CERTIFICATION AND LICENSES	1
3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS	2
4. TERM OF MASTER CONTRACT.....	2
5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION	3
6. INDIVIDUAL SERVICE AGREEMENT ("ISA")	3
7. DEFINITIONS	4
ADMINISTRATION OF CONTRACT.....	5
8. NOTICES	5
9. MAINTENANCE OF RECORDS	5
10. SEVERABILITY CLAUSE.....	6
11. SUCCESSORS IN INTEREST	6
12. VENUE AND GOVERNING LAW	6
13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES	6
14. TERMINATION	6
15. INSURANCE	7
16. INDEMNIFICATION AND HOLD HARMLESS.....	9
17. INDEPENDENT CONTRACTOR	9
18. SUBCONTRACTING.....	9
19. CONFLICTS OF INTEREST.....	10
20. NON-DISCRIMINATION.....	10
EDUCATIONAL PROGRAM	11
21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE).....	11
22. GENERAL PROGRAM OF INSTRUCTION.....	11
23. INSTRUCTIONAL MINUTES	12
24. CLASS SIZE	12
25. CALENDARS.....	13
26. DATA REPORTING	13
27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT	14
28. STATEWIDE ACHIEVEMENT TESTING	14
29. MANDATED ATTENDANCE AT LEA MEETINGS.....	14
30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS	15
31. STUDENT DISCIPLINE.....	16
32. IEP TEAM MEETINGS	17
33. SURROGATE PARENTS AND FOSTER YOUTH	17
34. DUE PROCESS PROCEEDINGS	18
35. COMPLAINT PROCEDURES.....	18
36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS	18
37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS	19
38. STUDENT CHANGE OF RESIDENCE.....	20
39. WITHDRAWAL OF STUDENT FROM PROGRAM	20
40. PARENT ACCESS	20

41.	LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS.....	20
42.	STATE MEAL MANDATE	21
43.	MONITORING	22
	PERSONNEL	22
44.	CLEARANCE REQUIREMENTS	22
45.	STAFF QUALIFICATIONS	23
46.	VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS.....	24
47.	STAFF ABSENCE.....	24
48.	STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME.....	25
	HEALTH AND SAFETY MANDATES	25
49.	HEALTH AND SAFETY	25
50.	FACILITIES AND FACILITIES MODIFICATIONS	25
51.	ADMINISTRATION OF MEDICATION	26
52.	INCIDENT/ACCIDENT REPORTING.....	26
53.	CHILD ABUSE REPORTING.....	26
54.	SEXUAL HARASSMENT	26
55.	REPORTING OF MISSING CHILDREN	26
	FINANCIAL	27
56.	ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES.....	27
57.	RIGHT TO WITHHOLD PAYMENT	28
58.	PAYMENT FROM OUTSIDE AGENCIES	29
59.	PAYMENT FOR ABSENCES.....	29
60.	LEA AND/OR NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY	30
61.	INSPECTION AND AUDIT.....	30
62.	RATE SCHEDULE.....	31
63.	DEBARMENT CERTIFICATION	31
	EXHIBIT A: 2025-2026 RATES.....	33
	EXHIBIT B: 2025-2026 ISA.....	35

NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2025, between Monterey County SELPA, hereinafter referred to as the local educational agency ("LEA"), and Amergis Healthcare Staffing (nonpublic, nonsectarian school or agency), hereinafter referred to as NPS/A or "CONTRACTOR" for the purpose of providing special education and/or related services to students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 *et seq.* and Title 5 of the California Code of Regulations section 3000 *et seq.*, AB 490 (Chapter 862, Statutes of 2003) and AB 1858 (Chapter 914, Statutes of 2004). It is understood that this agreement does not commit the LEA to pay for special education and/or related services provided to any student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR.

Upon acceptance of a student, LEA shall submit to CONTRACTOR an Individual Service Agreement (hereinafter referred to as "ISA"). Unless otherwise agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all relevant services specified in the student's Individualized Education Program (hereinafter referred to as "IEP"). The ISA shall be executed within ninety (90) days of a student's enrollment. LEA and CONTRACTOR shall enter into an ISA for each student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and/or electronic database for the development of the ISA and invoices.

Unless placement and/or services is made pursuant to an Office of Administrative Hearings (hereinafter referred to as "OAH") order, a lawfully executed settlement agreement between LEA and parent or authorized by LEA for a transfer student pursuant to California Education Code section 56325, LEA is not responsible for the costs associated with NPS placement or NPS/A services until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent.

2. CERTIFICATION AND LICENSES

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a NPS/A. All NPS/A services shall be provided consistent with the area of certification and licensure specified by CDE Certification and as defined in California Education Code, section 56366 *et seq.* and within the professional scope of practice of each provider's license, certification, and/or credential. A current copy of CONTRACTOR's NPS/A certification or a waiver of such certification issued by the CDE pursuant to Education Code section 56366.2 must be provided to LEA on or before the date this Agreement is executed by CONTRACTOR. This Master Contract shall be null and void if such certification or waiver is expired, revoked, rescinded, or otherwise nullified during the effective period of this Master Contract.

Total student enrollment shall be limited to capacity as stated on CDE certification and in Section 24 of the Master Contract.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified and all staff persons providing services to pupils shall be certified and/or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

If CONTRACTOR is a licensed children's institution (hereinafter referred to as "LCI"), CONTRACTOR shall be licensed by the state, or other public agency having delegated authority by contract with the state to license, to provide nonmedical care room and board to children, including, but not limited to, individuals with exceptional needs. The LCI must also comply with all licensing requirements relevant to the protection of the child, and have a special permit, if necessary, to meet the needs of each child so placed. If the CONTRACTOR operates a program outside of this State, CONTRACTOR must obtain all required licenses from the appropriate licensing agency in both California and in the state where the LCI is located.

With respect to CONTRACTOR's certification, failure to notify the LEA and CDE in writing of any changes in: (1) credentialed/licensed staff; (2) ownership; (3) management and/or control of the agency; (4) major modification or relocation of facilities; or (5) significant modification of the program may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS

During the term of this Master Contract, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies and regulations. CONTRACTOR shall also comply with all applicable LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR. CONTRACTOR hereby acknowledges and agrees that it accepts all risks and responsibilities for its failure to comply with LEA policies and shall indemnify LEA under the provisions of Section 16 of this Agreement for all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of CONTRACTOR's failure to comply with applicable LEA policies (e.g., those policies relating to; the provision of special education and/or related services, facilities for individuals with exceptional needs, student enrollment and transfer, student inactive status, corporal punishment, student discipline, and positive behavior interventions).

CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Master Contract; and that this may result in the suspension and/or revocation of CDE nonpublic school/agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF MASTER CONTRACT

The term of this Master Contract shall be from July 1, 2025 to June 30, 2026 (Title 5 California Code of Regulations section 3062(a)) unless otherwise stated. Neither the CONTRACTOR nor the LEA is required to renew this Master Contract in subsequent contract years. The parties acknowledge that any subsequent Master Contract is to be re-negotiated prior to June 30, 2025 (Title 5 California Code of Regulations section 3062(d)). In the event the contract negotiations are not agreed to by June 30th, the most recently executed Master Contract will remain in effect for 90 days (Education Code 56366(c)(1)). If, after 60 days the master contract or individual services agreement has not been finalized, as prescribed in paragraph (1) of subdivision (a), either party may appeal to the county superintendent of schools, if the county superintendent of schools is not participating in the local plan involved in the nonpublic, nonsectarian school or agency contract; or the Superintendent, if the county superintendent of schools is participating in the local plan involved in the contract, to negotiate the contract. Within 30 days of receipt of this appeal, the county superintendent of schools or the Superintendent, or the individual designee, shall mediate the formulation of a contract, which shall be binding upon both parties (Education Code 56366 (c) (2)). No Master Contract will be offered unless and until all of the contracting requirements have been satisfied. The offer of a Master Contract to a CONTRACTOR is at the sole discretion of the LEA.

The provisions of this Master Contract apply to CONTRACTOR and any of its employees or independent contractors. Notice of any change in CONTRACTOR's ownership or authorized representative shall be provided in writing to LEA within thirty (30) calendar days of change of ownership or change of authorized representative.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION

This Master Contract includes each ISA and they are incorporated herein by this reference. This Master Contract supersedes any prior or contemporaneous written or oral understanding or agreement. This Master Contract may be amended only by written amendment executed by both parties.

CONTRACTOR shall provide the LEA with information as requested in writing to secure a Master Contract or a renewal.

At a minimum, such information shall include copies of current teacher credentials and clearance, insurance documentation and CDE certification. The LEA may require additional information as applicable. If the application packet is not completed and returned to District, no Master Contract will be issued. If CONTRACTOR does not return the Master Contract to LEA duly signed by an authorized representative within ninety (90) calendar days of issuance by LEA, the new contract rates will not take effect until the newly executed Master Contract is received by LEA and will not be retroactive to the first day of the new Master Contract's effective date. If CONTRACTOR fails to execute the new Master Contract within such ninety-day period, all payments shall cease until such time as the new Master Contract for the current school year is signed and returned to LEA by CONTRACTOR. (California Education Code section 56366(c)(1) and (2)). In the event that this Master Contract expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Master Contract between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students at the discretion of the LEA

6. INDIVIDUAL SERVICE AGREEMENT ("ISA")

This Agreement shall include an ISA developed for each student to whom CONTRACTOR is to provide special education and/or related services. An ISA shall only be issued for students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Master Contract in effect. In the event that this Master Contract expires or terminates, CONTRACTOR, shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized students.

Any and all changes to a student's educational placement/program provided under this Master Contract and/or an ISA shall be made solely on the basis of a revision to the student's IEP or by written agreement between the parent and LEA. At any time during the term of this Master Contract, a student's parent, CONTRACTOR, or LEA may request a review of a student's IEP subject to all procedural safeguards required by law.

Unless otherwise provided in this Master Contract, the CONTRACTOR shall provide all services specified in the IEP unless the CONTRACTOR and the LEA agree otherwise in the ISA. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within five (5) business days of the last date a service was provided. CONTRACTOR shall provide any and all subsequent compensatory service hours awarded to student as a result of lack of provision of services while student was served by the NPS/A.

If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement.

Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located,

or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS

The following definitions shall apply for purposes of this contract:

- a. The term “CONTRACTOR” means a nonpublic, nonsectarian school/agency certified by the California Department of Education and its officers, agents, and employees.
- b. The term “authorized LEA representative” means a LEA administrator designated to be responsible for NPS/A. It is understood, a representative of the Special Education Local Plan Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for this Contract, unless otherwise specified in this Contract.
- c. The term “credential” means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(g).
- d. The term “qualified” means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and related services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which the individual is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in services of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (r)).

- e. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title including but not limited to mental health and board and care services at a residential placement. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(l).
- f. “Parent” means:
 - i. a biological or adoptive parent; unless the biological or adoptive parent does not have legal authority to make educational decisions for the child,
 - ii. a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child,
 - iii. an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare,

- iv. a surrogate parent,
 - v. a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child's behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2).
 - vi. Parent does not include the state or any political subdivision of government or the NPS/A under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).
- g. The term "days" means calendar days unless otherwise specified.
 - h. The phrase "billable day" means a school day in which instructional minutes meet or exceed those in comparable LEA programs.
 - i. The phrase "billable day of attendance" means a school day as defined in California Education Code Section 46307, in which a student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.
 - j. It is understood that the term "Master Contract" also means "Contract" and is referred to as such in this document.

ADMINISTRATION OF CONTRACT

8. NOTICES

All notices provided for by this Contract shall be in writing. Notices shall be mailed, emailed, or delivered by hand and shall be effective as of the date of receipt by addressee.

All notices mailed or emailed to LEA shall be addressed to the person and address as indicated on the signature page of this Master Contract. Notices to CONTRACTOR shall be addressed as indicated on signature page of this Master Contract.

9. MAINTENANCE OF RECORDS

All records shall be maintained by CONTRACTOR as required by state and federal laws and regulations. Notwithstanding the foregoing sentence, CONTRACTOR shall maintain all records for at least five (5) years after the termination of this Master Contract. For purposes of this Master Contract, "records" shall include, but not be limited to student records as defined by California Education Code section 49061(b) including electronically stored information; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; behavior emergency reports (BER); incident reports; notification of injuries; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, , including verification of behavior training consistent with 56366.1; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws, if applicable; lists of current board of directors/trustees, if incorporated; statement of income and expenses; general journals; cash receipts and disbursement books; general ledgers and supporting documents; documents evidencing financial expenditures; federal/state payroll quarterly reports; evidence of electronic payments; and bank statements and canceled checks or facsimile thereof.

CONTRACTOR shall maintain student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain a current list of the names and positions of CONTRACTOR's employees who have access to confidential records. CONTRACTOR shall maintain an access log for each student's record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, date/time of access for each individual requesting or receiving information from the student's record, and a description of the record(s) provided. Such log needs to record access to the student's records by: (a) the student's parent; (b) an individual to whom written consent has been executed by the student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. For purposes of this paragraph, "employees of LEA or CONTRACTOR" do not include subcontractors.

CONTRACTOR shall grant the following access to student records, (a) the student's parent; (b) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of school or agency closure, to forward student records within ten (10) business days to LEA. These shall include, but not limited to, current transcripts, IEP/IFSPs, BER's, incident reports, notification of injuries and all other relevant reports. LEA and/or SELPA shall have access to and receive copies of any and all records upon request within five (5) business days.

10. SEVERABILITY CLAUSE

If any provision of this agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST

This contract binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW

The laws of the State of California shall govern the terms and conditions of this contract with venue in the County where the LEA is located.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES

This Master Contract may be modified or amended by the LEA to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The party seeking such modification shall provide the LEA and/or CONTRACTOR thirty (30) days' notice of any such changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION

This Master Contract or ISA may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting.

To terminate the contract either party shall give no less than twenty (20) days prior written notice (California Education Code section 56366(a)(4)). At the time of termination, CONTRACTOR shall provide to LEA any and all documents CONTRACTOR is required to maintain under this Master Contract. ISAs are void

upon termination of this Master Contract, as provided in Section 5 or 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate the ISA, either party shall give twenty (20) days prior written notice.

15. INSURANCE

CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain in full force and effect, during the term of this Contract, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with CONTRACTOR's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

PART I - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AND AGENCIES

- A. **Commercial General Liability Insurance**, including both bodily injury and property damage, with limits as follows:

\$2,000,000 per occurrence
 \$ 500,000 fire damage
 \$ 5,000 medical expenses
 \$1,000,000 personal & adv. injury
 \$3,000,000 general aggregate
 \$2,000,000 products/completed operations aggregate

The policy may not contain an exclusion for coverage of claims arising from claims for sexual molestation or abuse. In the event that CONTRACTOR's policy should have an exclusion for sexual molestation or abuse claims, then CONTRACTOR shall be required to procure a supplemental policy providing such coverage.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the CONTRACTOR from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

- C. **Commercial Auto Liability Insurance** for all owned, non-owned or hired automobiles with a \$1 million combined single limit.

If no owned automobiles, then only hired and non-owned is required.

If CONTRACTOR uses a vehicle to travel to/from school sites, between schools and/or to/from students' homes or other locations as approved service locations by the LEA, CONTRACTOR must comply with State of California auto insurance requirements.

- D. **Errors & Omissions (E & O)/Malpractice (Professional Liability) coverage**, including Sexual Molestation and Abuse coverage, unless that coverage is afforded elsewhere in the Commercial General Liability policy by endorsement or separate policy, with the following limits:

\$1,000,000 per occurrence
 \$2,000,000 general aggregate

- E. CONTRACTOR, upon execution of this Contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. The Commercial

General Liability and Automobile Liability policy shall name the LEA and the Board of Education additional insured's premiums on all insurance policies and shall be paid by CONTRACTOR and shall be deemed included in CONTRACTOR's obligations under this contract at no additional charge.

- F. Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the LEA. At its option, LEA may require the CONTRACTOR, at the CONTRACTOR's sole cost, to: (a) cause its insurer to reduce to levels specified by the LEA or eliminate such deductibles or self-insured retentions with respect to the LEA, its officials and employees, or (b) procure a bond guaranteeing payment of losses and related investigation.
- G. For any claims related to the services performed in connection with this Master Contract, the CONTRACTOR's insurance coverage shall be the primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
- H. All Certificates of Insurance must reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

PART II - INSURANCE REQUIREMENTS FOR NONPUBLIC SCHOOLS AFFILIATED WITH A RESIDENTIAL TREATMENT FACILITY ("RTC")

When CONTRACTOR is an NPS affiliated with a **residential treatment center (NPS/RTC)**, the following insurance policies are required:

- A. **Commercial General Liability** including both bodily injury and property damage, with limits as follows:

\$3,000,000 per occurrence
\$6,000,000 in General Aggregate.

The policy shall be endorsed to name the LEA and the Board of Education as *named* additional insured and shall provide specifically that any insurance carried by the LEA which may be applicable to any claims or loss shall be deemed excess and the RTC's insurance primary despite any conflicting provisions in the RTC's policy. Coverage shall be maintained with no Self-Insured Retention above \$100,000 without the prior written approval of the LEA.

- B. **Workers' Compensation Insurance** in accordance with provisions of the California Labor Code adequate to protect the RTC from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
- C. **Commercial Auto Liability** coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if the RTC does not operate a student bus service. If the RTC provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
- D. **Fidelity Bond or Crime Coverage** shall be maintained by the RTC to cover all employees who process or otherwise have responsibility for RTC funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$250,000 per occurrence, with no self-insured retention.
- E. **Professional Liability/Errors & Omissions/Malpractice** coverage with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

- F. Sexual Molestation and Abuse Coverage**, unless that coverage is afforded elsewhere in the Commercial General Liability or Professional liability policy by endorsement, with minimum limits of \$3,000,000 per occurrence and \$6,000,000 general aggregate.

If LEA or CONTRACTOR determines that a change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.

16. INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities). The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the CONTRACTOR. The LEA and the Member District(s) shall have the right in their sole discretion to select counsel of its choice to provide the defense at the sole cost of the CONTRACTOR or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance thereof, to the extent that such loss, expense, damage or liability was proximately caused by the negligent, intentional act or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

LEA represents that it is self-insured in compliance with the laws of the State of California, that the self-insurance covers LEA employees acting within the course and scope of their respective duties and that its self-insurance covers the LEA's indemnification obligations under this Master Contract.

17. INDEPENDENT CONTRACTOR

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Contract as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Contract shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is determined to be a partner, joint venture, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR shall indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that determination, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTING

CONTRACTOR shall provide written notification to LEA before subcontracting for special education and/or related services pursuant to this Master Contract. In the event LEA determines that it can provide the subcontracted service(s) at a lower rate, LEA may elect to provide such service(s). If LEA elects to provide such service(s), LEA shall provide written notification to CONTRACTOR within five (5) days of receipt of CONTRACTOR's original notice and CONTRACTOR shall not subcontract for said service(s).

CONTRACTOR shall incorporate all of the provisions of this Master Contract in all subcontracts, to the fullest extent reasonably possible. Furthermore, when CONTRACTOR enters into subcontracts for the provision of special education and/or related services (including, but not limited to, transportation) for any student, CONTRACTOR shall cause each subcontractor to procure and maintain insurance during the term of each subcontract. Such subcontractor's insurance shall comply with the provisions of Section 15. Each subcontractor shall furnish the LEA with original endorsements and certificates of insurance effecting coverage required by Section 15. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms as required by the LEA. All endorsements are to be received and approved by the LEA before the subcontractor's work commences. The Commercial General Liability and Automobile Liability policies shall name the LEA/SELPA and the LEA Board of Education as additional insured.

As an alternative to the LEA's forms, a subcontractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this Master Contract. All Certificates of Insurance must reference the LEA contract number, name of the school or agency submitting the certificate, indication if NPS or NPA, and the location of the school or agency submitting the certificate. In addition, all subcontractors must meet the requirements as contained in Section 44 Clearance Requirements and Section 45 Staff Qualifications of this Master Contract.

19. CONFLICTS OF INTEREST

CONTRACTOR shall provide to LEA upon request a copy of its current bylaws and a current list of its Board of Directors (or Trustees), if it is incorporated. CONTRACTOR and any member of its Board of Directors (or Trustees) shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest pursuant to California Education Code section 56042 and Government Code Section 1090 including, but not limited to, employment with LEA, provision of private party assessments and/or reports, and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement at CONTRACTOR's facility if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

The LEA shall neither execute an ISA with CONTRACTOR nor amend an existing ISA for a student when a recommendation for special education and/or related services is based in whole or in part on assessment(s) or reports provided by CONTRACTOR to the student without prior written authorization by LEA. This paragraph shall apply to CONTRACTOR regardless of when an assessment is performed or a report is prepared (i.e., before or after the student is enrolled in CONTRACTOR's school/agency) or whether an assessment of the student is performed or a report is prepared in the normal course of the services provided to the student by CONTRACTOR. To avoid conflict of interest, and in order to ensure the appropriateness of an Independent Educational Evaluation (hereinafter referred to as "IEE") and its recommendations, the LEA may not fund an IEE by an evaluator who provides ongoing service(s) or is sought to provide service(s) to the student for whom the IEE is requested. Likewise, the LEA may not fund services through the evaluator whose IEE the LEA agrees to fund. When no other appropriate assessor is available, LEA may request and if CONTRACTOR agrees, the CONTRACTOR may provide an IEE.

CONTRACTOR shall not admit a student living within the jurisdictional boundaries of the LEA on a private pay or tuition free "scholarship" basis and concurrently or subsequently advise/request parent(s) to pursue funding for the admitted school year from the LEA through due process proceedings.

20. NON-DISCRIMINATION

CONTRACTOR shall not, in employment or operation of its programs, unlawfully discriminate on the basis of gender, nationality, national origin, ancestry, race, color, ethnicity, ethnic group affiliation, religion, age, marital status, pregnancy or parental status, sex, sexual orientation, gender, gender identity or expression, physical or mental disability, genetic information or any other classification protected by federal

or state law or the perception of one or more of such characteristics or association with a person or group with one or more of these actual or perceived characteristics.

EDUCATIONAL PROGRAM

21. FREE AND APPROPRIATE PUBLIC EDUCATION (FAPE)

The LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as "ITP") of each student served by CONTRACTOR. CONTRACTOR shall provide special education and/or related services (including transition services) to each student within the NPS/A consistent with the student's IEP and as specified in the ISA. If CONTRACTOR is a NPS, CONTRACTOR shall not accept a student if it cannot provide or ensure the provision of the services outlined in the student's IEP. If student services are provided by a third party (i.e. Related Services Provider), CONTRACTOR shall notify LEA if provision of services cease.

Unless otherwise agreed to between CONTRACTOR and LEA, CONTRACTOR shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities, as specified in the student's IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the student's IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the student's enrollment under the terms of this Master Contract). LEA shall provide low incidence equipment for eligible students with low incidence disabilities when specified in the student's IEP and ISA. Such equipment remains the property of the SELPA/LEA and shall be returned to the SELPA/LEA when the IEP team determines the equipment is no longer needed or when the student is no longer enrolled in the NPS. CONTRACTOR shall ensure that facilities are adequate to provide LEA students with an environment which meets all pertinent health and safety regulations. CONTRACTOR may charge a student's parent(s) for services and/or activities not necessary for the student to receive a free appropriate public education after: (a) written notification to the student's parent(s) of the cost and voluntary nature of the services and/or activities; and (b) receipt by the LEA of the written notification and a written acknowledgment signed by the student's parent(s) of the cost and voluntary nature of the services and/or activities. CONTRACTOR shall adhere to all LEA requirements concerning parent acknowledgment of financial responsibility.

Voluntary services and/or activities not necessary for the student to receive a free appropriate public education shall not interfere with the student's receipt of special education and/or related services as specified in the student's IEP and ISA unless the LEA, CONTRACTOR, and PARENT agree otherwise in writing.

22. GENERAL PROGRAM OF INSTRUCTION

All NPS/A services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

When CONTRACTOR is a NPS, CONTRACTOR's general program of instruction shall: (a) utilize evidence-based practices and be consistent with LEA's standards regarding the particular course of study and curriculum; (b) include curriculum that addresses mathematics, literacy and the use of educational, assistive technology and transition services; (c) be consistent with CDE's standards regarding the particular course of study and curriculum; (d) provide the services as specified in the student's IEP and ISA. Students shall have access to: (a) State Board of Education (SBE) - adopted Common Core State Standards ("CCSS") for curriculum and the same instructional materials for kindergarten and grades 1 to 8, inclusive; and provide standards – aligned core curriculum and instructional materials for grades 9 to 12, inclusive, used by an LEA, that contracts with the NPS: (b) college preparation courses; (c) extracurricular activities, such as art, sports, music and academic clubs; (d) career preparation and vocational training, consistent with transition plans pursuant to state and federal law and; (e) supplemental assistance, including individual academic tutoring, psychological counseling, and career and college counseling.

When CONTRACTOR serves students in grades 9 through 12 inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not award a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

When CONTRACTOR is a NPA and/or related services provider, CONTRACTOR's general program of instruction and/or services shall utilize evidence-based practices and be consistent with LEA and CDE guidelines and certification, and provided as specified in the student's IEP and ISA. The NPA providing Behavior Intervention services shall develop a written plan that specifies the nature of their NPA service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. Except for services provided by a CONTRACTOR that is a Licensed Children's Institution (LCI), all services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. LCI CONTRACTORS shall ensure that appropriate and qualified residential or clinical staff is present during the provision of services under this Master Contract. CONTRACTOR shall immediately notify LEA in writing if no parent, guardian or adult caregiver is present. CONTRACTOR shall provide to LEA a written description of the services and location provided prior to the effective date of this Master Contract. CONTRACTORS providing Behavior Intervention services must have a trained behaviorist or trained equivalent on staff. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program.

When CONTRACTOR is a NPA, CONTRACTOR shall not provide transportation nor subcontract for transportation services for students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

When CONTRACTOR is a NPS, the total number of instructional minutes per school day provided by CONTRACTOR shall be at least equivalent to the number of instructional minutes per school day provided to students at like grade level attending LEA schools and shall be specified in the student's ISA developed in accordance with the student's IEP.

For students in grades kindergarten through 12 inclusive, unless otherwise specified in the student's IEP and ISA, the number of instructional minutes, excluding breakfast, recess, lunch and passing time shall be at the same level that Ed. Code prescribes for the LEA.

The total number of annual instructional minutes shall be at least equivalent to the total number of annual instructional minutes provided to students attending LEA schools in like grade level unless otherwise specified in the student's IEP.

When CONTRACTOR is a NPA and/or related services provider, the total number of minutes per school day provided by CONTRACTOR shall be specified in the student's ISA developed in accordance with the student's IEP.

24. CLASS SIZE

When CONTRACTOR is a NPS, CONTRACTOR shall ensure that class size shall not exceed a ratio of one teacher per twelve (12) students, unless CONTRACTOR and LEA agree otherwise in writing. Upon prior written approval by an authorized LEA representative, class size may be temporarily increased by a ratio of 1 teacher to fourteen (14) students when necessary, during the regular or extended school year to provide services to students with disabilities.

In the event a NPS is unable to fill a vacant teaching position responsible for direct instruction to students, and the vacancy has direct impact on the CDE Certification of that school, the NPS shall develop a plan to ensure appropriate coverage of students by first utilizing existing certificated staff. The NPS and the LEA

may agree to one 30 school day period per contract year where class size may be increased to ensure coverage by an appropriately credentialed teacher. Such an agreement shall be in writing and signed by both parties. This provision does not apply to a NPA.

CONTRACTOR providing special education instruction for individuals with exceptional needs between the ages of three and five years, inclusive, shall also comply with the appropriate instructional adult to child ratios pursuant to California Education Code sections 56440 et seq.

25. CALENDARS

When CONTRACTOR is an NPS, CONTRACTOR shall submit to the LEA/SELPA a school calendar with the total number of billable days not to exceed 180 days, plus extended school year billable days equivalent to the number of days determined by the LEA's extended school year calendar. Billable days shall include only those days that are included on the submitted and approved school calendar, and/or required by the IEP (developed by the LEA) for each student. CONTRACTOR shall not be allowed to change its school calendar and/or amend the number of billable days without the prior written approval of the LEA. Nothing in this Master Contract shall be interpreted to require the LEA to accept any requests for calendar changes.

Unless otherwise specified by the student's IEP, educational services shall occur at the school site. A student shall only be eligible for extended school year services as determined by the IEP team and the provision of such is specifically included in the ISA. Extended school year shall consist of twenty (20) instructional days, unless otherwise agreed upon by the IEP team convened by the LEA. Any days of extended school year in excess of twenty (20) billable days must be mutually agreed to, in writing, prior to the start of the extended school year.

Student must have actually been in attendance during the regular school year and/or during extended school year and received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPS service. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

CONTRACTOR shall observe the same legal holidays as LEA. Those holidays are Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Juneteenth, and Independence Day. With the approval of LEA, CONTRACTOR may revise the date upon which CONTRACTOR closes in observance of any of the holidays observed by the LEA.

When CONTRACTOR is a NPA, CONTRACTOR shall be provided with a LEA-developed/approved calendar prior to the initiation of services. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's ISA, CONTRACTOR shall provide related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill only for services provided on billable days of attendance as indicated on the LEA calendar unless CONTRACTOR and the LEA agree otherwise, in writing. Student must have actually been in attendance and/or received services on a billable day of attendance in order for CONTRACTOR to be eligible for payment. It is specifically understood that services may not be provided on weekends/holidays and other times when school is not in session, unless agreed to by the LEA, in writing, in advance of the delivery of any NPA service provided by CONTRACTOR. Any instructional days provided without this written agreement shall be at the sole financial responsibility of the CONTRACTOR.

26. DATA REPORTING

CONTRACTOR shall agree to provide to the LEA all data related to student information and billing information with LEA. CONTRACTOR shall agree to provide data related to all sections of this contract,

including student discipline as noted below, and requested by and in the format required by the LEA. It is understood that all NPS/A shall utilize the LEA approved electronic IEP system for all IEP development, service tracking documentation, and progress reporting, unless otherwise agreed to by the LEA. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access.

Using forms developed by the CDE or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory offenses as described in Education Code sections 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code sections 48900 and 48915.

The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including, but not limited to, invoicing, attendance reports and progress reports. The LEA may approve use of CONTRACTOR'S provided forms at their discretion.

27. LEAST RESTRICTIVE ENVIRONMENT/DUAL ENROLLMENT

CONTRACTOR and LEA shall follow all LEA policies and procedures that support Least Restrictive Environment ("LRE") options and/or dual enrollment options if available and appropriate, for students to have access to the general curriculum and to be educated with their nondisabled peers to the maximum extent appropriate.

CONTRACTOR and LEA shall ensure that LRE placement options are addressed at all IEP team meetings regarding students for whom ISAs have been or may be executed. This shall include IEP team consideration of supplementary aids and services, goals and objectives necessary for placement in the LRE and necessary to enable students to transition to less restrictive settings.

When an IEP team has determined that a student should be transitioned into the public school setting, CONTRACTOR shall assist the LEA in implementing the IEP team's recommended activities to support the transition.

28. STATEWIDE ACHIEVEMENT TESTING

When CONTRACTOR is a NPS, per implementation of Senate Bill 484, CONTRACTOR shall administer all statewide assessments within the California Assessment of Student Performance and Progress ("CAASPP"), Desired Results Developmental Profile ("DRDP"), California Alternative Assessment ("CAA"), achievement and abilities tests (using LEA-authorized assessment instruments), the Fitness Gram, , the English Language Proficiency Assessments for California ("ELPAC"), the Alternative English Language Proficiency Assessments for California ("Alternative ELPAC"), and as appropriate to the student, and mandated by LEA pursuant to LEA and state and federal guidelines.

CONTRACTOR is subject to the alternative accountability system developed pursuant to Education Code section 52052, in the same manner as public schools. Each LEA student placed with CONTRACTOR by the LEA shall be tested by qualified staff of CONTRACTOR in accordance with that accountability program. LEA shall provide test administration training to CONTRACTOR'S qualified staff. CONTRACTOR shall attend LEA test training and comply with completion of all coding requirements as required by LEA.

29. MANDATED ATTENDANCE AT LEA MEETINGS

CONTRACTOR shall attend District mandated meetings when legal mandates, and/or LEA policy and procedures are reviewed, including but not limited to the areas of: curriculum, high school graduation, standards-based instruction, behavior intervention, cultural and linguistic needs of students with disabilities, dual enrollment responsibilities, LRE responsibilities, transition services, data collection, and standardized

testing and IEPs. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings does not constitute a billable service hour(s).

30. POSITIVE BEHAVIOR INTERVENTIONS AND SUPPORTS

CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2. LEA students who exhibit behaviors that interfere with their learning or the learning of others must receive timely and appropriate assessments and positive supports and interventions in accordance with the federal law and its implementing regulations. If the IEP team determines that a student's behavior impedes the individual learning or the learning of others, the IEP team is required to consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations. This could mean that instead of developing a Behavior Intervention Plan ("BIP"), the IEP team may conclude it is sufficient to address the student's behavioral problems through the development of behavioral goals and behavioral interventions to support those goals.

CONTRACTOR shall maintain a written policy pursuant to California Education Code section 56521.1 regarding emergency interventions and behavioral emergency reports. CONTRACTOR shall ensure that all of its staff members are trained in crisis intervention, emergency procedures, and evidenced-based practices and interventions specific to the unique behavioral needs of the CONTRACTOR's pupil population. The training shall be provided within 30 days of employment to new staff who have any contact or interaction with pupils during the school day, and annually to all staff who have any contact or interaction with pupils during the school day. The CONTRACTOR shall select and conduct the training in accordance with California Education Code section 56366.1. CONTRACTOR shall maintain written records of the training and provide written verification of the training annually and upon request.

Pursuant to Education Code section 56521.1, emergency interventions shall not be used as a substitute for a BIP, and shall not be employed longer than necessary to contain the behavior. Emergency interventions may only be used to control unpredictable, spontaneous behavior that poses clear and present danger of serious physical harm to the individual with exceptional needs, or others, and that cannot be immediately prevented by a response less restrictive than the temporary application of a technique used to contain the behavior. If a situation requires prolonged use of emergency intervention, staff must seek assistance from the school site administrator or a law enforcement agency.

CONTRACTOR shall complete a behavior emergency report when an emergency occurs that is defined as a serious, dangerous behavior that staff has determined to present a clear and present danger to others. It requires a non-violent physical intervention to protect the safety of student, self, or others and a physical intervention has been used; or a physical intervention has not been used, but an injury or serious property damage has occurred. Personal Safety Techniques may or may not have been used. Emergencies require a behavior emergency report form be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, an IEP team shall schedule a meeting to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If the student already has a BIP, the IEP team shall review and modify the BIP if a new serious behavior has been exhibited or existing behavioral interventions have proven to be ineffective. CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days.

Pursuant to Education Code section 56521.2, CONTRACTOR shall not authorize, order, consent to, or pay for the following interventions, or any other interventions similar to or like the following:

1. any intervention that is designed to, or likely to, cause physical pain, including, but not limited to, electric-shock;
2. an intervention that involves the release of noxious, toxic, or otherwise unpleasant sprays, mists, or substances in proximity to the face of the individual;
3. an intervention that denies adequate sleep, food, water, shelter, bedding, physical comfort, or access to bathroom facilities;

4. an intervention that is designed to subject, used to subject, or likely to subject, the individual to verbal abuse, ridicule, or humiliation, or that can be expected to cause excessive emotional trauma; restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities,
5. Prone restraint;
6. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
7. an intervention that precludes adequate supervision of the individual;
8. an intervention that deprives the individual of one or more of the individual's senses.

CONTRACTOR shall comply with Education Code sections 49005.8, 56521.1 and 56521.2. Specifically, Contractor shall not do any of the following:

1. Use seclusion or a behavioral restraint for the purpose of coercion, discipline, convenience, or retaliation.
2. Use locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room.
3. Use a physical restraint technique that obstructs a pupil's respiratory airway or impairs the pupil's breathing or respiratory capacity, including techniques in which a staff member places pressure on a pupil's back or places the individual's body weight against the pupil's torso or back.
4. Use a behavioral restraint technique that restricts breathing, including, but not limited to, using a pillow, blanket, carpet, mat, or other item to cover a pupil's face.
5. Place a pupil in a facedown position with the pupil's hands held or restrained behind the pupil's back.
6. Use prone containment.
7. Use a behavioral restraint for longer than is necessary to contain the behavior that poses a clear and present danger of serious physical harm to the pupil or others.

CONTRACTOR shall keep constant, direct observation of a pupil who is in seclusion, which may be through observation of the pupil through a window, or another barrier, through which the educational provider is able to make direct eye contact with the pupil. This observation shall not be through indirect means, including through a security camera or a closed-circuit television.

CONTRACTOR shall afford pupils who are restrained the least restrictive alternative and the maximum freedom of movement, and shall use the least number of restraint points, while ensuring the physical safety of the pupil and others.

In the case of a child whose behavior impedes the child's learning or that of others, the IEP team shall consider the use of positive behavioral interventions and supports, and other strategies, to address that behavior, consistent with Section 1414(d)(3)(B)(i) and (d)(4) of Title 20 of the United States Code and associated federal regulations.

All restraint practices must be reviewed and revised when they have an adverse effect on a student and are used repeatedly for an individual child, either on multiple occasions within the same classroom or multiple uses by the same individual. CONTRACTOR shall notify the student's parent/guardian when any type of physical or mechanical restraint or seclusion has been used. Upon the use of any type of physical or mechanical restraint or seclusions of an LEA student, CONTRACTOR shall complete a BER per the reporting and notification requirements listed above.

31. STUDENT DISCIPLINE

CONTRACTOR shall maintain and abide by a written policy for student discipline that is consistent with state and federal law and regulations. Using forms developed by the California Department of Education or as otherwise mutually agreed upon by CONTRACTOR and LEA, CONTRACTOR shall provide LEA, on a monthly basis, a written report of all incidents in which a statutory offense is committed by any LEA student, regardless if it results in a disciplinary action of suspension or expulsion. This includes all statutory

offenses as described in Education Codes 48900 and 48915. CONTRACTOR shall also include incidents resulting in the use of a behavioral restraint and/or seclusion even if they were not a result of a violation of Education Code Sections 48900 and 48915.

When CONTRACTOR seeks to remove a student from his/her current educational placement for disciplinary reasons, CONTRACTOR shall immediately submit a written discipline report to the LEA. Written discipline reports shall include, but not be limited to: the student's name; the time, date, and description of the misconduct; the disciplinary action taken by CONTRACTOR; and the rationale for such disciplinary action. A copy of the student's behavior plan, if any, shall be submitted with the written discipline report. CONTRACTOR and LEA agree to participate in a manifestation determination at an IEP meeting no later than the tenth (10th) day of suspension

32. IEP TEAM MEETINGS

An IEP team meeting shall be convened at least annually to evaluate: (1) the educational progress of each student placed with CONTRACTOR, including all state assessment results pursuant to the requirements of Education Code section 52052; (2) whether or not the needs of the student continue to be best met at the NPS; and (3) whether changes to the student's IEP are necessary, including whether the student may be transitioned to a public school setting. (California Education Code sections 56366 (a) (2) (B) (i) and (ii) and pursuant to California Education Code section 56345 (b) (4).)

If the LEA student is to be transferred from a NPS setting into a regular class setting in a public school for any part of the school day, the IEP team shall document a description of activities provided to integrate the student into the regular education program, including the nature of each activity as well as the time spent on the activity each day or week and a description of the activities provided to support the transition of the student from the special education program into the regular education program. Each student shall be allowed to provide confidential input to any representative of the individual IEP team. Except as otherwise provided in the Master Contract, CONTRACTOR and LEA shall participate in all IEP team meetings regarding students for whom ISAs have been or may be executed. At any time during the term of this Master Contract, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to, and participation of, the CONTRACTOR in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is part of CONTRACTOR'S professional responsibility and is not a billable service under this Master Contract.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA for all IEP planning and progress reporting at the LEA's discretion. The LEA or SELPA may provide training for any CONTRACTOR to ensure access to the approved system. The CONTRACTOR shall maintain confidentiality of all IEP data on the approved system and shall protect the password requirements of the system. When a student dis-enrolls from the NPS/NPA, the NPS/NPA and LEA shall discontinue use of the approved system for that student.

Changes in any student's educational program, including instruction, services, or instructional setting provided under this Master Contract, may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an Interim Alternative Educational Setting is deemed lawful and appropriate by LEA or OAH consistent with Section 1415 (k)(1)(7) of Title 20 of the United States Code.

33. SURROGATE PARENTS AND FOSTER YOUTH

CONTRACTOR shall recognize an LEA appointed surrogate parent assignments for students without parental representation, including unaccompanied homeless youths, in special education procedures

pursuant to California Government Code Section 7579.5. Surrogate parents shall serve as the child's parent and have all the rights relative to the student's education that a parent has under the Individuals with Disabilities Education Act pursuant to 20 USC 1414-1482 and 34 CFR 300.1-300.756. A pupil in foster care shall be defined pursuant to California Education Code section 42238.01(b). The LEA shall annually notify the CONTRACTOR who the LEA has designated as the educational liaison for foster children. When a pupil in foster care is enrolled in a NPS by the LEA any time after the completion of the pupil's second year of high school, the CONTRACTOR shall schedule the pupil in courses leading towards graduation based on the diploma requirements of the LEA unless provided notice otherwise in writing pursuant to Section 51225.1.

34. DUE PROCESS PROCEEDINGS

CONTRACTOR shall fully participate in special education due process proceedings including mediations and hearings, as requested by LEA. Participation further includes the willingness to make CONTRACTOR's staff available for witness preparation and testimony as is necessary to facilitate a due process hearing. CONTRACTOR shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency. Full participation shall include, but in no way be limited to, cooperating with LEA representatives to provide complete answers raised by any investigator and/or the immediate provision of any and all documentation that pertains to the operation of CONTRACTOR's program and/or the implementation of a particular student's IEP/Individual and Family Service Plan ("IFSP").

35. COMPLAINT PROCEDURES

CONTRACTOR shall maintain and adhere to its own written procedures for responding to parent complaints. These procedures shall include annually notifying and providing parents of students with appropriate information (including complaint forms) for the following: (1) Uniform Complaint Procedures pursuant to Title 5 of the California Code of Regulations section 4600 *et seq.*; (2) Nondiscrimination policy pursuant to Title 5 of the California Code of Regulations section 4960 (a); (3) Sexual Harassment Policy, California Education Code 231.5 (a) (b) (c); (4) Title IX Student Grievance Procedure, Title IX 106.8 (a) (d) and 106.9 (a); and (5) Notice of Privacy Practices in compliance with Health Insurance Portability and Accountability Act ("HIPAA"). CONTRACTOR shall include verification of these procedures to the LEA. CONTRACTOR shall immediately notify LEA of any complaints filed against it related to LEA students and provide LEA with all documentation related to the complaints and/or its investigation of complaints, including any and all reports generated as a result of an investigation.

36. STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS

Unless LEA requests in writing that progress reports be provided on a monthly basis, CONTRACTOR shall provide to parents at least four (4) written progress reports/report cards. At a minimum, progress reports shall include progress over time towards IEP goals and objectives. A copy of the progress reports/report cards shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA and LEA student's parent(s) quarterly.

The CONTRACTOR shall also provide an LEA representative access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior intervention plans. The LEA may request such data at any time within five (5) years of the date of service. The CONTRACTOR shall provide this data supporting progress within five (5) business days of request. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other evaluations of the student ten (10) days prior to the student's annual or triennial review IEP team meeting for the purpose of reporting the student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and

pursuant to LEA policies, procedures, and/or practices. CONTRACTOR shall provide sufficient copies of its reports, documents, and projected goals to share with members of the IEP team five (5) business days prior to the IEP meeting. CONTRACTOR shall maintain supporting documentation such as test protocols and data collection, which shall be made available to LEA within five (5) business days of request.

The CONTRACTOR is responsible for all evaluation costs regarding the updating of goals and objectives, progress reporting and development of present levels of performance. All assessments resulting from an assessment plan shall be provided by the LEA unless the LEA specifies in writing a request that CONTRACTOR perform such additional assessment. Any assessment and/or evaluation costs may be added to the ISA and/or approved separately by the LEA at the LEA's sole discretion.

It is understood that all billable hours must be in direct services to pupils as specified in the ISA. For NPA services, supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential.

CONTRACTOR shall not charge the student's parent(s) or LEA for the provision of progress reports, report cards, evaluations conducted in order to obtain present levels of performance, interviews, and/or meetings. It is understood that all billable hours have limits to those specified on the ISA consistent with the IEP. It is understood that copies of data collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

37. GRADES, HIGH SCHOOL COURSE CREDITS, & TRANSCRIPTS

When CONTRACTOR is a NPS, CONTRACTOR is responsible for assigning grades for any course of instruction taught at the NPS. The grades determined by the pupil's teacher, in the absence of clerical or mechanical mistake, fraud, bad faith, or incompetency, shall be final and consistent with the provisions specified in EC Section 49066. The grades each pupil receives in all courses of instruction taught by the NPS shall be reported to the parents and the LEA on a quarterly basis. Consistent with the LEA, should it become evident to the NPS the pupil is in danger of failing a course, the CONTRACTOR must initiate a parent conference, and the LEA representative must be in attendance.

When CONTRACTOR serves students in grades nine (9) through twelve (12) inclusive, LEA shall provide to CONTRACTOR a specific list of the course requirements to be satisfied by the CONTRACTOR leading toward graduation or completion of LEA's diploma requirements. CONTRACTOR shall not recommend awarding a high school diploma to students who have not successfully completed all of the LEA's graduation requirements.

Pupils enrolled in high school during the 2020-2021 academic year may request a Pass or No Pass grade as permitted in EC Section 49066.5, which may be reflected on the student's transcript and shall not negatively affect the pupil's grade point average.

CONTRACTOR shall prepare transcripts at the close of each semester, or upon student transfer, for students in grades nine (9) through twelve (12) inclusive, and submit them on LEA approved forms to the student's school of residence for evaluation of progress toward completion of diploma requirements as specified in LEA Procedures. CONTRACTOR shall submit to the LEA names of students and their schools of residence for whom transcripts have been submitted as specified by the LEA.

INDIVIDUAL TRANSITION PLANNING – AB 438, Approved on September 28, 2024

Effective July 1, 2025, if determined appropriate by the pupil's IEP team, beginning when the pupil starts their high school experience and not later than when the pupil is 16 years of age or younger, as appropriate, and annually thereafter, a statement of needed transition services shall be included in the pupil's individualized education program. If the individualized education program team determines that the pupil would benefit from the postponement of the inclusion of appropriate measurable postsecondary goals and

transition services until 16 years of age, rather than when the pupil begins their high school experience, the individualized education program team shall appropriately justify the basis for that postponement. (EC section 56043(h).)

38. STUDENT CHANGE OF RESIDENCE

Within five (5) school days from the date CONTRACTOR becomes aware of a student's change of residence, CONTRACTOR shall notify LEA, in writing, of the student's change of residence. Upon enrollment, CONTRACTOR shall notify parents in writing of their obligation to notify CONTRACTOR of the student's change of residence. CONTRACTOR shall maintain, and provide upon request by LEA, documentation of such notice to parents.

If CONTRACTOR had knowledge or should reasonably have had knowledge of the student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered following the student's change of residence.

39. WITHDRAWAL OF STUDENT FROM PROGRAM

CONTRACTOR shall immediately report electronically and in writing to the LEA within five (5) business days when an LEA student is withdrawn without prior notice from school and/or services, including student's change of residence to a residence outside of LEA service boundaries, and parent/guardian withdrawal of student against professional advice from a NPS/RTC.

40. PARENT ACCESS

CONTRACTOR shall provide for reasonable parental access to students and all facilities including, but not limited to, the instructional setting, recreational activity areas, meeting rooms and student living quarters, when applicable. CONTRACTOR shall comply with any known court orders regarding parental visits and access to LEA students.

CONTRACTOR operating programs associated with a NPS/RTC shall cooperate with a parent's reasonable request for LEA student therapeutic visits in their home or at the NPS/RTC. CONTRACTOR shall require that parents obtain prior written authorization for therapeutic visits from the CONTRACTOR and the LEA at least thirty (30) days in advance. When requested, CONTRACTOR shall facilitate all parent travel and accommodations and for providing travel information to the parent as appropriate. Payment by LEA for approved travel-related expenses shall be made directly through the LEA consistent with LEA Procedures.

CONTRACTOR providing services in the student's home as specified in the IEP shall ensure that at least one parent of the child, or an adult caregiver with written and signed authorization to make decisions in an emergency, is present. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home based services, including written and signed authorization in emergency situations. The parent shall inform the LEA of any changes of caregivers and provide written authorization for emergencies. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider.

All problems and/or concerns, both verbal and written, reported to pupil's parents shall also be provided, in writing, to the LEA.

41. LICENSED CHILDREN'S INSTITUTION ("LCI") CONTRACTORS AND RESIDENTIAL TREATMENT CENTER ("RTC") CONTRACTORS

If CONTRACTOR is a LCI, CONTRACTOR shall adhere to all legal requirements regarding educational placements for LCI students as stated in Education Code 56366 (a) (2) (C), 56366.9 (c) (1), Health and Safety Code section 1501.1 and any other applicable laws and/or regulations, including LEA guidelines or procedures. An LCI shall not require that a pupil be placed in its NPS as a condition of being placed in its residential facility.

If CONTRACTOR is a NPS/RTC, CONTRACTOR shall adhere to all legal requirements under the Individuals with Disabilities Education Act (IDEA), 20 U.S.C. section 1400 et seq. including the federal regulations 34 C.F.R section 300 et seq. and Education Code section 56000 et seq. including Title 5 of the California Code of Regulations section 3000 et seq.. CONTRACTOR shall comply with all monitoring requirements set forth in Section 43 below.

If CONTRACTOR is a NPS that is owned, operated by, or associated with a LCI, CONTRACTOR shall provide to LEA, on a quarterly basis, a list of all students, including those identified as eligible for special education. For those identified as special education students, the list shall include: 1) special education eligibility at the time of enrollment and; 2) the educational placement and services specified in each student's IEP at the time of enrollment. A copy of the current IEP shall be provided to the LEA.

Unless placement is made pursuant to an Office of Administrative Hearings order or a lawfully executed agreement between LEA and parent, LEA is not responsible for the costs associated with NPS placement until the date on which an IEP team meeting is convened, the IEP team determines that a NPS placement is appropriate, and the IEP is signed by the student's parent or another adult with educational decision-making rights.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this State shall be certified or licensed by that state to provide, respectively, special education and related services and designated instruction and related services to pupils under the federal IDEA (20 U.S.C. Sec. 1400 et seq.) and shall be certified or licensed by the state to provide nonmedical care, clinical services, or short-term residential therapeutic programs, as applicable to the facility type.

42. STATE MEAL MANDATE

When CONTRACTOR is a NPS, CONTRACTOR and LEA shall satisfy the State Meal Mandate under California Education Code sections 49005 et seq.; 49501.5, the universal meal mandate enacted by AB 130 (2021-2022); 49530 et seq; and 49550 et seq.

LEA, at its sole discretion, may elect to directly provide meals to CONTRACTOR for distribution to LEA students at the nonpublic school on its own or by another local school district.

CONTRACTOR acknowledges that the LEA does not receive any state or federal reimbursement for any meals CONTRACTOR provides to LEA students and that CONTRACTOR is only eligible to receive direct reimbursement if it is an approved site under the National School Lunch Program.

In the event the LEA requests CONTRACTOR to provide meals to LEA students, CONTRACTOR will provide breakfast and lunch to LEA students in compliance with the meal pattern requirements under the School Breakfast Program and National School Lunch Program nutritional standards. LEA shall reimburse CONTRACTOR for each meal made available at a mutually agreed upon rate. In the event CONTRACTOR is unable to provide meals, the LEA and CONTRACTOR will work collaboratively to find a solution. In the event CDE determines that meals do not need to be provided, this paragraph shall not apply.

CONTRACTOR shall maintain all documentation of meals provided to LEA students. CONTRACTOR shall comply with record keeping requirements under the School Breakfast Program and National School Lunch Program or LEA template. Upon request, CONTRACTOR shall provide copies of any such records to LEA. CONTRACTOR shall also allow LEA to conduct site monitoring visits as deemed necessary by the LEA.

If CONTRACTOR uses a third-party vendor to provide meals, CONTRACTOR will assure that the third-party vendor agrees to comply with all meal pattern requirements of the School Breakfast Program and National School Lunch Program nutritional standards. Upon request, CONTRACTOR shall provide LEA with any contracts it has with third-party vendors providing meals for students.

43. MONITORING

The State Superintendent of Public Instruction ("Superintendent"), through the delegated monitoring activities to the California Department of Education (CDE), shall monitor CONTRACTOR'S facilities, the educational environment, and the quality of the educational program, including the teaching staff, the credentials authorizing service, the standards-based core curriculum being employed, and the standard focused instructional materials used on a three-year cycle, as follows: (1) CONTRACTOR shall complete a self-review in year one; (2) the Superintendent shall conduct an onsite review in year two; and (3) the Superintendent shall conduct a follow-up visit in year three.

CONTRACTOR shall participate in any LEA or CDE compliance review, if applicable, to be conducted as aligned with the CDE Onsite Review and monitoring cycle in accordance with California Education Code section 56366.1(j). This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance. CONTRACTOR shall conduct any follow-up or corrective action procedures related to review findings.

If CONTRACTOR is also an LCI and/or NPS/RTC, the CDE shall annually evaluate whether CONTRACTOR is in compliance with Education Code section 56366.9 and Health and Safety Code section 1501.1(b).

The LEA or SELPA shall conduct an onsite visit to the NPS before placement of a pupil if the LEA does not have any pupils enrolled at the school at the time of placement.

The LEA or SELPA shall conduct at least one onsite monitoring visit during each school year to the CONTRACTOR site certified as an NPS where the LEA has placed a pupil and entered into a master contract. The monitoring visit shall include, but is not limited to, a review of services specified on the ISA and provided to the pupil, a review of progress the pupil is making toward the goals set forth in the pupil's IEP, a review of progress the pupil is making toward the goals set forth in the pupil's behavioral intervention plan, if applicable, an observation of the pupil during instruction, and a walkthrough of the facility. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE within 60 calendar days of the onsite visit.

CONTRACTOR shall allow LEA representatives access to its facilities for additional periodic monitoring of each student's instructional program. LEA shall have access to observe each student at work, observe the instructional setting, interview CONTRACTOR employees, and review each student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, LEA shall initially report to CONTRACTOR's site administrative office. CONTRACTOR shall be invited to participate in the review of each student's progress.

CONTRACTOR understands that LEA reserves the right to institute a program audit with or without cause. The program audit may include, but is not limited to, a review of core compliance areas of health and safety; curriculum/instruction; related services; and contractual, legal, and procedural compliance.

When CONTRACTOR is a NPS, CONTRACTOR shall collect all applicable data and prepare the applicable portion of a School Accountability Report Card as appropriate in accordance with California Education Code Section 33126.

PERSONNEL

44. CLEARANCE REQUIREMENTS

CONTRACTOR shall comply with the requirements of California Education Code sections 44237, 35021.1, 35021.2, and 56366.1 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and volunteers who will

have or likely may have any direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and volunteers shall not come in contact with students, in-person or virtually, until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees, and volunteers, unless CONTRACTOR determines that the volunteers will have no direct contact with students, or subcontractors who may come into contact with students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237 (i) or (j). Upon request, clearance certification shall be submitted to the LEA. In addition, CONTRACTOR shall make a request for subsequent arrest service from CDOJ as required by California Penal Code section 11105.2. Contractor shall certify to LEA that they have successful background checks and enrolled in subsequent arrest notification service for all employees who may come into contact with students.

Notwithstanding the restrictions on sharing and destroying criminal background check information, CONTRACTOR, upon demand, shall make available to the LEA evidence of a successful criminal background check clearance and enrollment in subsequent arrest notification service, as provided, for each owner, operator, and employee of the NPS/A. CONTRACTOR is required to retain the evidence on-site, as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service, as required by California Penal Code section 11105.2, for all staff shall be provided to the LEA upon request.

45. STAFF QUALIFICATIONS

CONTRACTOR shall ensure that all individuals employed, contracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(r), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession, and not assume responsibility or authority for another related services provider or special education teacher's scope of practice.

CONTRACTOR shall ensure that all staff are appropriately credentialed to provide instruction and services to students with the disabling conditions placed in their program/school through documentation provided to the CDE (5 CCR 3064 (a)).

In accordance with California Education Code section 56366.1(a)(5), when CONTRACTOR is a NPS, an appropriately qualified person shall serve as curricular and instructional leader, and be able to provide leadership, oversight and professional development. The administrator of the NPS holds or is in the process of obtaining one of the following: (A) An administrative credential granted by an accredited postsecondary educational institution and two years of experience with pupils with disabilities. (B) A pupil personnel services credential that authorizes school counseling or psychology. (C) A license as a clinical social worker issued by the Board of Behavioral Sciences. (D) A license in psychology regulated by the Board of Psychology. (E) A master's degree issued by an accredited postsecondary institution in education, special education, psychology, counseling, behavioral analysis, social work, behavioral science, or rehabilitation. (F) A credential authorizing special education instruction and at least two years of experience teaching in special education before becoming an administrator. (G) A license as a marriage and family therapist certified by the Board of Behavioral Sciences. (H) A license as an educational psychologist issued by the Board of Behavioral Sciences. (I) A license as a professional clinical counselor issued by the Board of Behavioral Sciences. (California Education Code Section 56366.1 (a)(5)). CONTRACTOR shall maintain, and provide to the LEA upon request, documentation of its administrator's qualifications in accordance with the above.

CONTRACTOR shall comply with personnel standards and qualifications regarding instructional aides and teacher assistants respectively pursuant to federal requirements and California Education Code sections

45340 *et seq.* and 45350 *et seq.* Specifically, all paraprofessionals, including but not limited to, instructional aides and teacher assistants, employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR to provide classroom and/or individualized instruction or related services, shall possess a high school diploma (or its recognized equivalent) and at least one of the following qualifications: (a) completed at least two (2) years of study at an institution of higher education; or (b) obtained an associate's (or higher) degree; or (c) met a rigorous standard of quality and can demonstrate, through a formal state or local assessment (i) knowledge of, and the ability to assist in instructing, reading, writing, and mathematics; or (ii) knowledge of, and the ability to assist in instructing, reading readiness, writing readiness, and mathematics readiness, as appropriate. CONTRACTOR shall comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

In addition to meeting the certification requirements of the State of California, a CONTRACTOR that operates a program outside of this state and serving a student by this LEA shall be certified or licensed by that state to provide special education and related services to pupils under the federal Individuals with Disabilities Education Act (20 U.S.C. Sec. 1400 *et seq.*).

46. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS

CONTRACTOR shall submit to LEA a staff list, and copies of all current licenses, credentials, certifications, permits and/or other documents which entitle the holder to provide special education and/or related services by individuals employed, contracted, and/or otherwise hired or sub-contracted by CONTRACTOR. CONTRACTOR shall ensure that all licenses, credentials, permits or other documents are on file at the office of the County Superintendent of Schools. CONTRACTOR shall provide the LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

CONTRACTOR shall monitor the status of licenses, credentials, certifications, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by CONTRACTOR. CONTRACTOR shall notify LEA and CDE in writing within forty-five (45) days when personnel changes occur which may affect the provision of special education and/or related services to LEA students. CONTRACTOR shall notify LEA within forty-five (45) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Master Contract. The LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period which such person is providing services under this Master Contract. Failure to notify the LEA and CDE of any changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

47. STAFF ABSENCE

When CONTRACTOR is a nonpublic school and CONTRACTOR's classroom teacher is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to the LEA documentation of substitute coverage. Substitute teachers shall remain with their assigned class during all instructional time.

The LEA shall not be responsible for any payment for instruction and/or services when an appropriately credentialed substitute teacher is not provided in accordance with California Education Code section 56061.

When CONTRACTOR is a NPA and/or related services provider, and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be a qualified substitute for their student. LEA will not pay for services unless a qualified substitute is provided and/or

CONTRACTOR provides documentation evidencing the provision of “make-up” services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not “bank” or “carry over” make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

48. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME

It is understood that all employees, subcontractors, and volunteers of any certified NPS/A shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR.

For services provided on a public-school campus, sign in/out procedures shall be followed by NPS/A providers working in a public-school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR upon request. It is understood that the public-school credentialed classroom teacher is responsible for the instructional program.

CONTRACTOR providing services outside of the student’s school as specified in the IEP shall ensure that at least one parent of the child or an adult caregiver with written and signed authority to make decisions in an emergency is present during provision of services. The names of any adult caregiver other than the parent shall be provided to the LEA prior to the start of any home-based services, including written and signed authorization in emergency situations. The adult caregiver cannot also be an employee or volunteer associated with the NPS/NPA service provider. All problems and/or concerns reported by CONTRACTOR to parents or guardians, in either verbal or written form, shall be reported to the LEA.

HEALTH AND SAFETY MANDATES

49. HEALTH AND SAFETY

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 *et. seq.* and 49406, regarding the examination of CONTRACTOR’s employees and volunteers for tuberculosis. CONTRACTOR shall provide to LEA documentation for each individual volunteering, employed, contracted, and/or otherwise hired by CONTRACTOR of such compliance before an individual comes in contact with a student.

CONTRACTOR shall comply with OSHA Blood-Borne Pathogens Standards, 29 Code of Federal Regulations (CFR) section 1910.1030, when providing medical treatment or assistance to a student. CONTRACTOR further agrees to provide annual training regarding universal health care precautions and to post required notices in areas designated in the California Health and Safety Code.

50. FACILITIES AND FACILITIES MODIFICATIONS

CONTRACTOR shall provide special education and/or related services to students in facilities that comply with all applicable federal, state, and local laws, regulations, and ordinances related, but not limited to: disability access; fire, health, sanitation, and building standards and safety; fire warning systems; zoning permits; and occupancy capacity. When CONTRACTOR is a NPS, CONTRACTOR shall conduct fire drills as required by Title 5 California Code of Regulations section 550. CONTRACTOR shall be responsible for any structural changes and/or modifications to CONTRACTOR’s facilities as required complying with applicable federal, state, and local laws, regulations, and ordinances. Failure to notify the

LEA and CDE of any changes in, major modification or relocation of facilities may result in the suspension or revocation of CDE certification and/or suspension or termination of this Master Contract by the LEA.

51. ADMINISTRATION OF MEDICATION

CONTRACTOR shall comply with the requirements of California Education Code section 49422 et seq. when CONTRACTOR serves a student that is required to take prescription and/or over-the-counter medication during the school day. CONTRACTOR may designate personnel to assist the student with the administration of such medication after the student's parent(s) provide to CONTRACTOR: (a) a written statement from a physician detailing the type, administration method, amount, and time schedules by which such medication shall be taken; and (b) a written statement from the student's parent(s) granting CONTRACTOR permission to administer medication(s) as specified in the physician's statement. CONTRACTOR shall maintain, and provide to LEA upon request, copies of such written statements. CONTRACTOR shall maintain a written log for each student to whom medication is administered. Such written log shall specify the student's name; the type of medication; the date, time, and amount of each administration; and the name of CONTRACTOR's employee who administered the medication. CONTRACTOR maintains full responsibility for storing medications in a secure location and ensuring appropriate staff training in the administration of such medication consistent with physician's written orders. Any change in medication type, administration method, amount or schedule must be authorized by both a licensed physician and parent.

52. INCIDENT/ACCIDENT REPORTING

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

53. CHILD ABUSE REPORTING

CONTRACTOR hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to the LEA.

54. SEXUAL HARASSMENT

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to Government Code 12950.1.

55. REPORTING OF MISSING CHILDREN

CONTRACTOR assures LEA that all staff members, including volunteers, are familiar with and agree to adhere to requirements for reporting missing children as specified in California Education Code section 49370. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be properly submitted to the LEA. The written statement shall be submitted as specified by the LEA.

FINANCIAL

56. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES

CONTRACTOR shall assure that the nonpublic school or nonpublic agency has the necessary financial resources to provide an appropriate education for the students enrolled and will distribute those resources in such a manner to implement the IEP and ISA for each and every student.

CONTRACTOR shall comply with all LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing including requirements of electronic billing as specified by the LEA Procedures, as well as provide all such records requested by LEA concerning the same. CONTRACTOR shall be paid for the provision of special education and/or related services specified in the student's IEP and ISA. All payments by LEA shall be made in accordance with the terms and conditions of this Master Contract and governed by all applicable federal and state laws.

CONTRACTOR shall maintain separate registers for the basic education program, each related service, and services provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program, service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider whose signature shall appear on such forms and shall be available for review, inspection, or audit by LEA during the effective period of this contract and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment, for each calendar month when education or related services were provided. Invoices and related documents shall be properly submitted electronically and in addition, on an LEA form with signatures in the manner prescribed by LEA. At a minimum, each invoice must contain the following information: month of service; specific days and times of services coordinated by the LEA approved calendar unless otherwise specified in the IEP or agreed to by the LEA; name of staff who provided the service; approved cost of each invoice; total for each service and total for the monthly invoice; date invoice was mailed; signature of NPS/NPA administrator authorizing that the information is accurate and consistent with the ISA, CDE certificates and staff notification; verification that attendance report is attached as appropriate; indication of any made-up session consistent with this contract; verification that progress reports have been provided consistent with the ISA (monthly or quarterly unless specified otherwise on the ISA); and name or initials of each student for when the service was provided.

In the event services were not provided, rationale for why the services were not provided shall be included.

Such an invoice is subject to all conditions of this contract. At the discretion of the LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to the CONTRACTOR at no additional charge for such training.

Invoices shall be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and hours of service at rates specified in this contract within forty-five (45) days of LEA's receipt of properly submitted hard copy of invoices prepared and submitted as specified in California Education Code Section 56366.5 and the LEA. CONTRACTOR shall correct deficiencies and submit rebilling invoices no later than thirty (30) calendar days after the invoice is returned by LEA. LEA shall pay properly submitted re-billing invoices no later than forty-five (45) days after the date a completely corrected re-billing invoice is received by LEA.

In no case shall initial payment claim submission for any Master Contract fiscal year (July through June) extend beyond December 31st after the close of the fiscal year. In no case shall any rebilling for the Master Contract fiscal year (July through June) extend beyond six (6) months after the close of the fiscal year

unless approved by the LEA to resolve billing issues including re-billing issues directly related to a delay in obtaining information from the Commission on Teacher Credentialing regarding teacher qualification, but no later than twelve (12) months from the close of the fiscal year. If the billing or re-billing error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year. LEA will not pay mileage for NPA employee.

57. RIGHT TO WITHHOLD PAYMENT

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR has failed to perform, in whole or in part, under the terms of this contract; (b) CONTRACTOR has billed for services rendered on days other than billable days of attendance or for days when student was not in attendance and/or did not receive services; (c) CONTRACTOR was overpaid by LEA as determined by inspection, review, and/or audit of its program, work, and/or records; (d) CONTRACTOR has failed to provide supporting documentation with an invoice, as required by EC 56366(c)(2); (e) education and/or related services are provided to students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; (f) LEA has not received prior to school closure or contract termination, all documents concerning one or more students enrolled in CONTRACTOR's educational program; (g) CONTRACTOR fails to confirm a student's change of residence to another district or confirms the change of residence to another district, but fails to notify LEA within five (5) days of such confirmation; or (h) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a student. It is understood that no payments shall be made for any invoices that are not received by six (6) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. In addition, final payment may be withheld by the LEA until completion of a review or audit, if deemed necessary by the LEA. Such review or audit will be completed within ninety (90) days. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected.

The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a) the value of the service CONTRACTOR failed to perform; (b) the amount of overpayment; (c) the portion of the invoice for which satisfactory documentation has not been provided by CONTRACTOR; (d) the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e) the proportionate amount of the invoice related to the applicable pupil for the time period from the date the violation occurred and until the violation is cured; or (f) the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the student.

If LEA determines that cause exists to withhold payment to CONTRACTOR, LEA shall, within ten (10) business days of this determination, provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Within thirty (30) days from the date of receipt of such notice, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies or submit to LEA written documentation demonstrating that the basis or bases cited by the LEA for withholding payment is unfounded. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied.

If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes

payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy.

After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days.

After sixty (60) business days: The LEA or CONTRACTOR may appeal to the County Superintendent of Schools so long as the County Superintendent of Schools is not participating in the Local Plan involved in the NPS/A contract, or a mutually agreed upon mediator. Both parties agree to pay for their own costs and expenses arising out of such mediation. Each party agrees to act in good faith in participating in any mediation process agreed to by the parties.

58. PAYMENT FROM OUTSIDE AGENCIES

CONTRACTOR shall notify LEA when Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to students. Upon request, CONTRACTOR shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to students. CONTRACTOR shall provide prior written notice of the rights and protections required by Title 34 of the Code of Federal Regulations section 300.154(d) whenever it seeks to use the LEA students' public benefits to pay for special education and related services. Such notice shall be provided before seeking payment from Medi-Cal for the first time and annually.

59. PAYMENT FOR ABSENCES

NONPUBLIC SCHOOL STAFF ABSENCE

Whenever a classroom teacher employed by CONTRACTOR is absent, CONTRACTOR shall provide an appropriately credentialed substitute teacher in the absent teacher's classroom in accordance with California Education Code section 56061. CONTRACTOR shall provide to LEA documentation of substitute coverage pursuant to the LEA Procedures. Substitute teachers shall remain with their assigned class during all instructional time. LEA will not pay for instruction and/or services unless said instruction or service is provided by an appropriately credentialed substitute teacher.

Whenever a related service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided unless otherwise agreed in student's IEP.

NONPUBLIC SCHOOL STUDENT ABSENCE

If CONTRACTOR is a nonpublic school, no later than the tenth (10th) cumulative day of a student's unexcused absence, CONTRACTOR shall notify the LEA of such absence.

Criteria for a billable day for payment purposes is one (1) day of attendance as defined in California Education Code, sections 46010, 46010.3 and 46307. LEA shall not pay for services provided on days that a student's attendance does not qualify for Average Daily Attendance (ADA) reimbursement under state law. *Per Diem* rates for students whose IEPs authorize less than a full instructional day may be adjusted on a pro rata basis in accordance with the actual proportion of the school day the student was served. LEA shall not be responsible for payment of related services for days on which a student's attendance does not qualify for Average Daily Attendance ("ADA") reimbursement under state law, nor shall student be eligible for make-up services.

NONPUBLIC AGENCY STAFF ABSENCE

When CONTRACTOR is a nonpublic agency and CONTRACTOR's service provider is absent, CONTRACTOR shall provide a qualified (as defined in Section 7 of this agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. LEA shall not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and LEA. In the event services were not provided, reasons for why the services were not provided shall be included.

NONPUBLIC AGENCY STUDENT ABSENCE

If CONTRACTOR is a nonpublic agency, it shall notify LEA of the absence of a student no later than the fifth (5th) consecutive service day of the student's absence. LEA shall not be responsible for the payment of services when a student is absent.

60. LEA and/or NONPUBLIC SCHOOL CLOSURE DUE TO EMERGENCY

The following shall apply in the event of a LEA or NPS school closure due to an emergency consistent with guidelines followed by LEAs in accordance with Education Code sections 41422 and 46392:

- a. If CONTRACTOR remains open, if allowed, during an emergency and serves students appropriately as delineated in the ISA, CONTRACTOR shall receive payment, regardless of whether a sending LEA is open or closed.
- b. NPS School Closure- In the event of a NPS School Closure for the reasons set forth in Education Code section 41422, if the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance due to CONTRACTOR'S school closure. If the LEA is unable to obtain an alternative placement, CONTRACTOR shall receive payment consistent with the student's approved ISA, as though the student were continuing his/her regular attendance, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions.
- c. LEA and NPS School Closure- In the event of the LEA and NPS School Closures, on days the LEA is funded, CONTRACTOR shall receive payment consistent with the student's approved ISA, until an alternative placement can be found and implement LEA student IEP in accordance with Education Code section 56345(a)(9) pertaining to emergency conditions. If the LEA is able to obtain alternative placement for the student, CONTRACTOR shall not receive payment for days the student is not in attendance with CONTRACTOR due to CONTRACTOR'S school closure.

When the emergency school closure is lifted, CONTRACTOR shall notify the LEAs it serves of any lost instructional minutes. CONTRACTOR and LEAs shall work collaboratively to determine the need for make-up days or service changes, and shall work together to amend IEP and ISA paperwork as appropriate.

61. INSPECTION AND AUDIT

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit all of the books, records, documents, accounting procedures and practices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR shall provide access to LEA to all records including, but not limited to: student pupils as defined by California Education Code section 49061(b); registers and roll books of teachers; daily service logs and notes or other documents used to record the provision of related services; Medi-Cal/daily service logs and notes used to record provision of services provided by instructional assistants, behavior intervention aides, bus aides, and supervisors; absence verification records (parent/doctor notes, telephone

logs, and related documents); bus rosters; staff lists specifying credentials held, business licenses held, documents evidencing other qualifications, dates of hire, and dates of termination; staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related service subcontracts; school calendars; bell/class schedules when applicable; liability and worker's compensation insurance policies; state NPS/A certifications; by-laws; lists of current board of directors/trustees, if incorporated; other documents evidencing financial expenditures; federal/state payroll quarterly reports Form 941/DE3DP; and bank statements and canceled checks or facsimile thereof. Such access shall include unannounced inspections by LEA. CONTRACTOR shall make available to LEA all budgetary information including operating budgets submitted by CONTRACTOR to LEA for the relevant contract period being audited.

CONTRACTOR shall make all records available at the office of LEA or CONTRACTOR's offices (to be specified by LEA) at all reasonable times and without charge. All records shall be provided to LEA within five (5) working days of a written request from LEA. CONTRACTOR shall, at no cost to LEA, provide assistance for such examination or audit. LEA's rights under this section shall also include access to CONTRACTOR's offices for purposes of interviewing CONTRACTOR's employees. If any document or evidence is stored in an electronic form, a hard copy shall be made available to the LEA, unless the LEA agrees to the use of the electronic format.

CONTRACTOR shall obtain from its subcontractors and suppliers written agreements to the requirements of this section and shall provide a copy of such agreements to LEA upon request by LEA.

If an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm determines that CONTRACTOR owes LEA monies as a result of CONTRACTOR's over billing or failure to perform, in whole or in part, any of its obligations under this Master Contract, LEA shall provide to CONTRACTOR written notice demanding payment from CONTRACTOR and specifying the basis or bases for such demand. Unless CONTRACTOR and LEA otherwise agree in writing, CONTRACTOR shall pay to LEA the full amount owed as a result of CONTRACTOR's over billing and/or failure to perform, in whole or in part, any of its obligations under this Master Contract, as determined by an inspection, review, or audit by LEA, a state agency, a federal agency, and/or an independent agency/firm. CONTRACTOR shall make such payment to LEA within thirty (30) days of receipt of LEA's written notice demanding payment.

62. RATE SCHEDULE

The attached rate schedule (Exhibit A) limits the number of students that may be enrolled and maximum dollar amount of the contract. It may also limit the maximum number of students that can be provided specific services. Per Diem rates for students whose IEPs authorize less than a full instructional day may be adjusted proportionally. In such cases only, the adjustments in basic education rate shall be based on the required minimum number of minutes per grade level as set forth in paragraph 23, above, and in California Education Code Section 46200-46208.

Special education and/or related services offered by CONTRACTOR shall be provided by qualified personnel as per State and Federal law, and the codes and charges for such educational and/or related services during the term of this contract, shall be as stated in Exhibit A.

63. DEBARMENT CERTIFICATION

By signing this agreement, the CONTRACTOR certifies that:

- (a) The CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives. This contract is effective on the 1st day of July, 2025, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Amergis Healthcare Staffing
Nonpublic School/Agency

Monterey County SELPA
LEA Name

Signed by:
By: Austin Koehn 24-Jun-25
Signature Date
Austin Koehn Assistant Controller

By: Kenyon Hopkins 7/8/25
Signature Date

Name and Title of Authorized Representative

Kenyon Hopkins, SELPA Executive Director
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:
Austin Koehn, Assistant Controller

Name and Title
Amergis Healthcare Staffing
Nonpublic School/Agency/Related Service Provider
7223 Lee Deforest Drive
Address
Columbia Maryland 21043
City State Zip
805-858-9742 N/A
Phone Fax
aukoehn@amergis.com
Email

Notices to LEA shall be addressed to:

Name and Title
Monterey County SELPA
LEA
901 Blanco Circle
Address
Salinas, CA 93901
City State Zip
(831) 755-0342, (831) 754-5864
Phone Fax
selpa@montereycoe.org
Email

Additional LEA Notification
(Required if completed)

Name and Title
Address
City State Zip
Phone Fax
Email

EXHIBIT A: 2025-2026 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR

The CONTRACTOR: Amergis Healthcare Staffing

The CONTRACTOR CDS NUMBER: _____

PER ED CODE 56366 – TEACHER-TO-PUPIL RATIO: _____

Maximum Contract Amount:

Education service(s) offered by the CONTRACTOR and the charges for such service(s) during the term of this contract shall be as follows:

- 1) Daily Basic Education Rate: \$ _____

- 2) Inclusive Education Program
 (Includes Educational Counseling (not ed related mental health) services, Speech & Language services, Behavior Intervention Planning, and Occupational Therapy as specified on the student's IEP.)
 DAILY RATE: \$ _____

- 3) Related Services

<u>SERVICE</u>	<u>RATE</u>	<u>PERIOD</u>
<u>Intensive Individual Services (340)</u>	_____	_____
<u>Language and Speech (415)</u>	_____	_____
<u>Adapted Physical Education (425)</u>	_____	_____
<u>Health and Nursing: Specialized Physical Health Care (435)</u>	_____	_____
<u>Health and Nursing: Other Services (436)</u>	_____	_____
<u>Assistive Technology Services (445)</u>	_____	_____
<u>Occupational Therapy (450)</u>	_____	_____
<u>Physical Therapy (460)</u>	_____	_____
<u>Individual Counseling (510)</u>	_____	_____
<u>Counseling and Guidance (515)</u>	_____	_____
<u>Parent Counseling (520)</u>	_____	_____
<u>Social Work Services (525)</u>	_____	_____
<u>Psychological Services (530)</u>	_____	_____
<u>Behavior Intervention Services (535)</u>	_____	_____

Specialized Services for Low Incidence Disabilities (610)

Specialized Deaf and Hard of Hearing (710)

Interpreter Services (715)

Audiological Services (720)

Specialized Vision Services (725)

Orientation and Mobility (730)

Specialized Orthopedic Services (740)

Reader Services (745)

Transcription Services (755)

Recreation Services, Including Therapeutic (760)

College Awareness (820)

Work Experience Education (850)

Job Coaching (855)

Mentoring (860)

Travel Training (870)

Other Transition Services (890)

Other (900)

Other (900)

Position	Rate \$ (per hour)
Paraeducator	\$48
Behavioral Technician	\$50
Registered Behavior Technician	\$52
CNA/Health Aide	\$52
Board Certified Behavior Analyst (BCBA)	\$130
BCaBA	\$90
School Psychologist	\$130-140
Special Education Teacher (mild/mod)	\$90
Special Education Teacher (mod/severe)	\$110-120
Credentialed RN	\$120-140
RN	\$100
LVN	\$75
Physical Therapist	\$115-125
Occupational Therapist	\$115-125
Speech and Language Pathologist (SLP)	\$125-150
AMFT/ACSW	\$90
LMFT/LCSW	\$100
MSW	\$80
PTA/SLPA/COTA	\$85
Audiologist	\$100
Deaf & Hard of Hearing Teacher	\$100
Orthopedic Impairment Teacher	\$100
APE Teacher	\$95
Certified Wellness Coach	\$60

EXHIBIT B: 2025-2026 ISA

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2025 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2026, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency _____ Nonpublic School _____

LEA Case Manager: Name _____ Phone Number _____

Pupil Name _____ Sex: ☐ M ☐ F Grade: _____

(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ Phone () _____ Phone () _____

(Residence) (Business)

Address _____ City _____ State/Zip _____

(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School*: The average number of minutes in the instructional day will be:
 _____ during the regular school year
 _____ during the extended school year
2. *Nonpublic School*: The number of school days in the calendar of the school year are:
 _____ during the regular school year
 _____ during the extended school year
3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*
 - A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):*
 Daily Rate: _____

Estimated Number of Days _____ x Daily Rate _____ = PROJECTED BASIC EDUCATION COSTS _____

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group							
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)							
Counseling and guidance (515).							
Parent Counseling (520)							
Social Work Services (525)							
Psychological Services (530)							
Behavior Intervention Services (535)							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST \$ _____

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$ _____

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress
Reporting
Requirements:

Quarterly

Monthly

Other (Specify)

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

(Signature)

(Date)

(Signature)

(Date)

(Name and Title)

(Name of Superintendent or Authorized Designee)

Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 7, 2025

Presenter(s)

Yolanda Cork-Anthony

Executive Director of Student Services

Item

Memorandum of Understanding (MOU) – Carmel Unified School District (CUSD) – Special Day Classes (2025-26 SY)

Recommendation

The District Administration recommends that the Board review and approve the Memorandum of Understanding between Pacific Grove Unified School District and Carmel Unified School District for the placement of students with disabilities in Special Day Classes.

Background

Carmel Unified School District initially placed students in our Special Day Classes during the 2016/17 school year and would like to continue this partnership in order to expand placement options for their students with special needs.

Information

By continuing this MOU with Carmel USD we create an economy of scale and offset the cost of operating our special classes. The acceptance of students is on a case by case basis and requires renewal every school year through the IEP process. Inter-district transfer paperwork is not required for placement.

An Individual Service Agreement (ISA) is created for each student that details the cost of tuition, and related services (OT, PT, Speech Therapy) and the cost of extended school year. If a student requires a one to one aide CUSD is responsible to fund the personnel needed. CUSD will provide bus transportation for their students.

Fiscal Impact

Projected Revenue (increased rates by 5% from last year):

Tuition total	\$97,209.00
Tuition ESY total	\$12,152.70
Speech Therapy	\$109.35 an hour
Occupational Therapy	\$109.35 an hour

2025/26 ▾

(01) General Fund ▾

Program/Grant: Special Education, (receivables)



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success

Agreement for Regional Operation of Special Education Programs

THIS AGREEMENT is entered into pursuant to the provisions of Part 30 of the Education Code of the State of California (commencing with Section 56000 et seq.) concerning the statewide operation of the Master Plan for Special Education, and in accordance with the provisions of the Individuals with Disabilities Education Act and Section 504 of Public Law 93-112, as amended, and state and federal regulations relating thereto. This Agreement is made by and between the Pacific Grove Unified School District, hereinafter referred to as LEA of operation, and the Carmel Unified School District, hereinafter referred to as the LEA/s of residence, participants in the Monterey County Special Education Local Plan Area, hereinafter referred to as SELPA.

The governing board of each participating LEA has approved this Agreement, and has authorized the execution of this Agreement by an authorized agent.

WHEREAS, each participating LEA's governing board has approved the *Monterey County Special Education Local Plan* and WHEREAS, this Agreement is written in furtherance of, and in accordance with said plan.

NOW THEREFORE, the aforesaid parties do hereby agree as follows:

1. Period Of Agreement

This Agreement is effective for the period beginning July 1, 2025 and ending June 30, 2026. This Agreement may be renewed at the end of that period. This agreement may be amended by mutual consent of the parties.

2. Purpose Of Agreement

This Agreement governs the maintenance of a system for delivery of specified services to individuals with exceptional needs who reside within the SELPA, and in accordance with the requirements of Education Code Section 56300 et seq.

This Agreement establishes the vehicle for the education of individuals with exceptional needs who reside within the SELPA in programs and classes conducted by the LEA of operation without any additional attendance agreements.

This Agreement defines the duties and responsibilities of each district for all program activities as specified in Education Code Section 56200 et seq.

3. Definitions



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success

For the purposes of this Agreement the following definitions shall apply:

- a. LEA of operation – the LEA within the SELPA conducting special education programs and classes for individuals with exceptional needs on behalf of all LEAs within the SELPA or on behalf of several LEAs within a geographical region within the SELPA.
- b. LEA of residence – the LEA where the pupils attending classes conducted by the LEA of operation reside.

4. Compliance Assurances

Each of the SELPA's participating LEAs, by signature to the SELPA local plan has already certified that the LEA will comply with the provisions of state and federal laws and regulations related to special education, participation in state program reviews, and participation in state-wide assessments. The provisions of any new laws that may become effective during the period of this Agreement which relate to special education program delivery shall be incorporated herein. In addition, the LEA of residence agrees to utilize the appropriate resources of regular education in accordance with California Education Code 56303 and California Code of Regulations, Title 5, Section 3021 et seq., prior to referral for special education services as specified herein.

5. Individual Services Agreement

In addition to this agreement, the LEA of operation and the LEA of residence shall enter into an Individual Services Agreement (ISA) for each student served by the LEA of operation for the LEA of Residence. A separate ISA shall be required for the Extended School Year (ESY). The purpose of the ISA is to outline the specific services that shall be provided to the student and the projected cost for those services.

6. Responsibilities of the LEA of Operation

The PGUSD, as the LEA of operation, shall be responsible for the following:

- a. Implementation of the procedures for referrals, placements, IEP reviews, and reevaluations as specified in Part II, Chapter 8 of the *Monterey County SELPA Procedural Handbook*;
- b. Administrative support for the purposes of developing and implementing the regional program;
- c. Preparation of all required federal, state and local reports, and related accounting services;



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success

- d. Provision of classrooms and other facilities as required to appropriately house the programs and classes;
- e. Identifying which students intend to participate in ESY no later than April 30 and notifying the LEA of residence prior to May 10 regarding student intent to participate in ESY;
- f. Initiating an ISA for each student to be served for both the regular school year and the extended school year and presenting the proposed ISA(s) to the district of residence for approval;
- g. Providing for the coordination of investigation and response to compliance and due process complaints; and
- h. Provision of food services to pupils attending regional programs conducted hereunder consistent with food services provided to all students within the LEA of operation.

7. Responsibilities Of The LEA Of Residence

The LEA of residence is responsible for the following:

- a. Implementation of the procedures for referrals, placements, IEP reviews, and reevaluations as specified in chapter 8 of the *Monterey County SELPA Procedural Handbook, Administrative Procedures*;
- b. Arranging and providing for special transportation for those pupils with exceptional needs who are enrolled in classes conducted hereunder;
- c. Signing and returning all ISAs for both the regular school year and ESY to the district of operation by the due date specified by the LEA of operation;
- d. Cooperation and collaboration with the LEA of operation in investigating and responding to compliance and due process complaints; and
- e. Retaining ultimate authority and responsibility for the provision of educational programs and services to its pupils regardless of who provides the programs and services.

8. Suspensions And Expulsions

When a student is being considered for disciplinary action that may result in a change of placement (suspension in excess of 10 days or expulsion), the LEA of operation shall notify the LEA of residence immediately. The LEA of operation will complete the manifestation determination, review or revise a behavior plan, if appropriate, and



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success

schedule an IEP team meeting to review the manifestation determination and behavior plan. Beginning on the 11th day of suspension, the LEA of residence will offer an alternative interim placement pending the outcome of any expulsion hearing. The LEA of residence will hold the expulsion hearing within 30 days. If the student is expelled, the LEA of residence must provide for the student's educational needs during the period of expulsion.

In the case of an expulsion, the LEA of residence shall notify the LEA of operation when the student has served the terms of his or her expulsion. The two LEAs will collaboratively schedule a re-entry IEP team meeting prior to the student returning to school. A representative from the LEA of residence will be required to attend the re-entry IEP meeting.

9. Payment For Services

Regional Programs Operated by Monterey County Office of Education

Each participating LEA of residence shall be responsible for its portion of the excess cost of operating the regional program. Determination of excess cost and method of payment for students being placed in a Monterey County Office of Education special education program shall be determined as outlined in the *Memorandum of Agreement Regarding MCOE Provided Special Education Programs and Transportation*.

Regional Programs Operated by a District

Payment for placement of students enrolled in a regional program operated by a district within the SELPA shall be based upon the following:

Special Class

Excess cost shall be based upon the revenue specific to the class (including AB 602 allocation, Federal Local Assistance Entitlement allocation, ADA, other state or federal grants, and any one-time funds) minus the total expenses for operation of the class (including salaries; benefits; specialized materials and equipment; personnel development; travel and conference; mileage; and an indirect cost equal to that charged to LEAs by the Monterey County Office of Education for regional services, unless otherwise agreed to by both parties). A per pupil amount will then be determined by dividing the excess cost by the total average enrollment of special education students in the regional program for the year. Each district with students served in the regional program will be responsible for the per pupil rate multiplied by the number of its students placed in the class.

Related Services

The operating expense for each related service provider assigned to the regional class



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success

shall be calculated (including salaries, benefits, specialized materials and equipment, personnel development, travel and conference, mileage).

An average hourly rate shall be established for each type of related service based upon the prior year's actual expenditures. Each district with students enrolled in the class and provided with a related service, will be responsible for the hourly rate for each related service multiplied by the number of hours of service provided.

Individual Services

Each LEA of residence will be responsible for the full cost of services to an individual student, as outlined in the IEP. The decision to add a one-to-one instructional assistant to a student's IEP will only be made following the SELPA-approved process for determining need and with participation of a special education administrator/designee from the student's LEA of residence.

Using the three methods identified above, the LEA of operation will invoice each LEA of residence on a ☐ monthly, ☐ quarterly, or ☒ semi-annual basis. The LEA of operations shall provide the LEA of residence with the projected excess cost billback in the Individual Service Agreement for each student. Two times per year, the amount per student will be adjusted to reflect student exits and entries, changes in services required by the IEP, and actual expenditures for special classes and individual services. Adjustments to the billback charge for any of these reasons shall be pro-rated based on a daily per student rate. Final adjustments required following the last regular invoice of the school year must be submitted prior to September 30 of the subsequent year. Backup for adjusted costs will include relevant IEP pages or entry and exit dates. The LEA of residence shall remit payment to the LEA of operation within 30 days.

10. Hold Harmless and Indemnification

In compliance with the provisions of Section 895.4 of the Government Code of the State of California, each party hereto agrees to indemnify and hold the other party harmless from any and all liability, claims, loss, damages, judgments, penalties, costs, or expenses (including, without limitations, attorney's fees and court costs which are imposed upon or incurred by, or asserted against the Operating District) to persons or property arising out of, or resulting from, negligence acts or omissions of the indemnifying party.

11. Insurance

The LEA of operation shall maintain a program of liability, property damage, worker's compensation and auto insurance in amounts adequate to protect the LEAs of residence as their interests may appear.

12. Dispute Resolution



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success

For disputes between the parties related to this Agreement, said dispute shall be resolved by using the following dispute resolution process, also provided in the *Monterey County SELPA Procedural Handbook*:

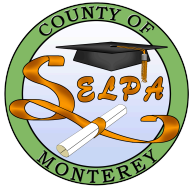
If an LEA disagrees with a decision or practice of another LEA or the SELPA Office, that LEA has a responsibility to discuss and attempt resolution of the disagreement with the party or parties directly involved. The parties involved will present the issues to their respective superintendents, or designees, who will attempt to resolve the matter. Either party may request the direct assistance of the SELPA Executive Director, or his/her designee. In the event the issue has not been resolved, either party may request review by the Superintendent's Executive Committee. If either party disagrees with the recommendation of the SELPA Executive Committee, either party may request that the issue be placed on the SELPA Governance Council agenda for a decision.

In the event the initiating or other affected agencies disagree with a decision of the Governing Council, the dispute will be resolved through the following alternative dispute resolution procedure.

1. The dissatisfied party shall issue a written request for formal dispute resolution as described herein. The written request shall include a description of the concerns to be addressed, with sufficient specificity as to permit the receiving party to clearly comprehend the disagreement and to formulate a response to the disagreement. The written request shall be submitted to the SELPA Executive Director.
2. Within 5 days of receipt of the request, the SELPA Executive Director will request that a mediator be appointed. Mediation shall be offered through a neutral individual or agency as determined appropriate by the Monterey County SELPA Executive Director and acceptable to all parties. The SELPA shall be considered a participating party. Costs for mediation shall be assessed equally between all participating parties.
3. If the parties are unable to resolve their disagreement through mediation, the parties will request binding arbitration. Request for appointment of an arbitrator shall be made within 15 days following conclusion of the mediation process.

Arbitration shall be provided through neutral staff from American Arbitration Association (AAA) or another neutral agency as determined appropriate by the SELPA Executive Director and acceptable to all parties. The SELPA shall be considered a participating party. The decision of the arbitrator shall be final and binding upon all parties. The arbitration costs shall be assessed equally between all participating parties.

13. Severability/Waiver



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success

- a. If any provision of this Agreement is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision in this Agreement.
- b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by an agent authorized by each party's governing board as set forth below.

Executed this _____ day of _____, 2025

Pacific Grove Unified School District
LEA OF OPERATION

Carmel Unified School District
LEA OF RESIDENCE

By:

By:

Dr. Linda Adamson
Typed or Printed Name

Sharon Ofek
Typed or Printed Name

Signature

Signature

Superintendent
Title

Superintendent
Title

Date

Date



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success Individual Services Agreement

This Individual Services Agreement (“ISA”) is made and entered into effective **August 5, 2025** between Pacific Grove Unified School District and Carmel Unified School District in accordance with item 5 of the *Monterey County SELPA Agreement for Regional Operation of Special Education Programs*.

1. This ISA describes the services that the district of operation will provide to **Mila Agafonova**
2. The district of operation will provide the following services:

Service	Frequency/Duration	Projected Cost
Special Class: SDC Classroom Robert Down	Weekly 1365 mins.	\$48,604.50
Related Service: Speech Therapy	Monthly 180 mins (\$109.35/hr)	\$3,280.50
Related Service: Occupational Therapy	Monthly 90 mins (\$109.35/hr)	\$1,640.25
Extended School Year (ESY)	20 days 4 hours a day	\$6,076.35
ESY Related Service: Speech Therapy	Monthly 90 mins (\$109.35/hr)	\$164.03
ESY Related Service: OT	Monthly 60 mins (\$109.35/hr)	\$109.35
TOTAL COSTS		\$59,874.98

3. The district of operation shall provide the services set forth in item 2 beginning 08/05/2025.
4. This ISA shall terminate upon:
 - ☐ End of regular school year on May 30, 2026
 - ☒ End of extended school year on June 30, 2026

This ISA may be amended by mutual consent of the parties.

5. The services set forth in this ISA shall be provided by fully qualified personnel with the appropriate credential or license in accordance with all relevant state requirements and the student’s IEP.
6. This ISA is intended to be interpreted consistent with the terms of the *Agreement for Regional Operation Special Education Programs*. In the event of any inconsistency between the two documents, the terms of the *Agreement for Regional Operation Special Education Programs* shall be controlling.

LEA OF OPERATION

By: Yolanda Cork-Anthony

Typed or Printed Name

Signature

Executive Director of Student Services

Title

LEA OF RESIDENCE

By: Steve Gonzalez

Typed or Printed Name

Signature

Director of Special Education

Title



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success Individual Services Agreement

This Individual Services Agreement (“ISA”) is made and entered into effective **August 5, 2025** between Pacific Grove Unified School District and Carmel Unified School District in accordance with item 5 of the *Monterey County SELPA Agreement for Regional Operation of Special Education Programs*.

1. This ISA describes the services that the district of operation will provide to **Keegan Kelly**
2. The district of operation will provide the following services:

Service	Frequency/Duration	Projected Cost
Special Class: Adult Transition Program	Weekly 1200 mins.	\$48,604.50
Related Service: Speech Therapy	Monthly 120 mins (\$109.35/hr)	\$2,187.00
Related Service: Occupational Therapy	Monthly 90 mins (\$109.35/hr)	\$1,640.25
Related Service: Intensive Individualized Service	Weekly 2100 mins, across all settings	\$74,126.96
Special Class: ATP Extended School Year	20 days 4 hours a day	\$6,076.35
ESY Related Service: Speech Therapy	Monthly 60 mins (\$109.35/hr)	\$109.35
ESY Related Service: Occupational Therapy	Monthly 45 mins (\$109.35/hr)	\$82.01
ESY Related Service: Intensive Individualized Service	20 days, 4.5 hrs/day. Across all settings.	\$3,751.65
TOTAL COSTS		\$136,578.07

3. The district of operation shall provide the services set forth in item 2 beginning 08/05/2025.
4. This ISA shall terminate upon:

- ☐ End of regular school year on May 30, 2026
☒ End of extended school year on June 30, 2026

This ISA may be amended by mutual consent of the parties.

5. The services set forth in this ISA shall be provided by fully qualified personnel with the appropriate credential or license in accordance with all relevant state requirements and the student’s IEP.
6. This ISA is intended to be interpreted consistent with the terms of the *Agreement for Regional Operation Special Education Programs*. In the event of any inconsistency between the two documents, the terms of the *Agreement for Regional Operation Special Education Programs* shall be controlling.

LEA OF OPERATION

By: Yolanda Cork-Anthony

Typed or Printed Name

Signature

Executive Director of Student Services

LEA OF RESIDENCE

By: Steve Gonzalez

Typed or Printed Name

Signature

Director of Special Education

Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 7, 2025

Presenter(s)

Larry Haggquist

Executive Director of Educational Services

Item

Consolidated Application for Federal Funding, Part 1

Recommendation

The District Administration recommends that the Board review and approve the 2025-26 Consolidated Application for Federal Funding, Part 1.

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 2025-2026, the local education agency must certify the 2025-2026 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 85.

Title I Part A (Basic Grant)

\$ 188,953

Title II Part A (Teacher Quality)	\$ 36,777
Title III English Learner Student Program	\$ 10,679
Title IV (Student Support and Academic Grant)	\$ 13,612

Fiscal Impact

The total Federal entitlement for 2025-2026 is projected to be \$250,021. These values are estimated based on prior year allocations. Title 1 is preliminary. Title III allocation is current.

2025/26 ▾

(01) General Fund ▾

California Department of Education

Consolidated Application

Pacific Grove Unified (27 66134 0000000)

Status: Certified
 Saved by: Lawrence Haggquist
 Date: 6/23/2025 10:30 AM

2025–26 Certification of Assurances

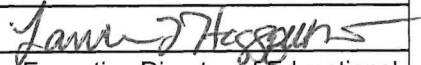
Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca24assurancestoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, 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	Lawrence L Haggquist
Authorized Representative's Signature	
Authorized Representative's Title	Executive Director of Educational Services
Authorized Representative's Signature Date	06/23/2025

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.

California Department of Education

Pacific Grove Unified (27 66134 0000000)

Consolidated Application

Status: Certified
 Saved by: Lawrence Haggquist
 Date: 6/23/2025 10:30 AM

2025–26 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, 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	Lawrence L Haggquist
Authorized Representative's Title	Executive Director of Educational Services
Authorized Representative's Signature Date	06/23/2025
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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California Department of Education

Pacific Grove Unified (27 66134 0000000)

Consolidated Application

Status: Certified
 Saved by: Lawrence Haggquist
 Date: 6/23/2025 10:30 AM

2025–26 LCAP Federal Addendum Certification**CDE Program Contact:**Local Agency Systems Support Office, 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.

County Office of Education (COE) or District 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	09/16/2024
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Lawrence L Haggquist
Authorized Representative's Title	Executive Director of Educational Services

*****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.

California Department of Education

Consolidated Application

Pacific Grove Unified (27 66134 0000000)

Status: Certified
 Saved by: Lawrence Haggquist
 Date: 6/23/2025 10:33 AM

2025–26 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, 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
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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
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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.

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

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.

California Department of Education

Consolidated Application

Pacific Grove Unified (27 66134 0000000)

Status: Certified
 Saved by: Lawrence Haggquist
 Date: 6/23/2025 10:35 AM

2025–26 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, 916-319-9620
 Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Estimated Allocation Calculation

Estimated English learner per student allocation	\$125.64
Estimated English learner student count	85
Estimated English learner student program allocation	\$10,679

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 Student Program Consortium Details web page located at <https://www.cde.ca.gov/sp/ml/elconsortium.asp>.

Budget

Professional development activities	\$2,000
Program and other authorized activities	\$1,000
English Proficiency and Academic Achievement	\$7,000
Parent, family, and community engagement	\$500
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)	\$179
Total budget	\$10,679

Warning

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California Department of Education

Pacific Grove Unified (27 66134 0000000)

Consolidated Application

Status: Certified
 Saved by: Lawrence Haggquist
 Date: 6/23/2025 10:36 AM

2025–26 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education (CDE) 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, 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 CDE web site at <https://www.cde.ca.gov/fg/ac/sa/>.

2025–26 Request for authorization	Yes
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)	no deficiencies

*****Warning*****

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2025–26 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, English Learner; Title III, Immigrant; 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) No
- The local educational agency is electing to add nonprofit private schools outside of the district's attendance area.

Warning
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2025–26 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	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
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Warning
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Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 7, 2025

Presenter(s)

Linda Adamson
Superintendent

Item

Agreement for Consultant Advising Services with Leadership Associates (2025-26 SY)

Recommendation

The District Administration recommends the Board review and approve the Agreement for Consultant Advising Services with Leadership Associates to provide executive coaching and mentorship to the Superintendent.

Background

Per the Superintendent employment contract, the District will pay for the cost of the applicable coaching and executive advisement services.

Information

The Contractor will provide up to 11 hours Executive Advising services to the Superintendent during the 2025-26 academic year.

Fiscal Impact

\$3,000

2025/26 ▾

(01) General Fund ▾

Program/Grant

Superintendent Budget



LEADERSHIP ASSOCIATES, LLC
449 W Foothill Blvd #427
Glendora CA 91741
760-771-4277

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this **July 2025** between **LEADERSHIP ASSOCIATES**, hereinafter called the Contractor and **PACIFIC GROVE UNIFIED SCHOOL DISTRICT**, hereinafter called the District.

The Contractor agrees to perform services for the District as follows:

- **The Contractor will provide up to 11 hours Executive Advising services to the Superintendent during the 2025-26 academic year.**

The District agrees to pay the Contractor an amount not to exceed **THREE THOUSAND DOLLARS (\$3,000)**, for **consulting services** (daily rate is \$2,250). The Contractor will submit to the District bi-annual invoices. Payment is due within 30 days of receipt of invoice.

Mail remittance to: Leadership Associates
449 W Foothill Blvd #427
Glendora CA 91741

Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

Leadership Associates does not participate in a California public pension system. Leadership Associates and the District understand that the work/services provided should not be considered creditable toward the STRS earnings limit as the work is not normally performed by employees of the District and requires less than 24 months (496 business days). REF. CA Education Code § 26135.7 (2014)

CONTRACTOR:
LEADERSHIP ASSOCIATES, LLC
Taxpayer ID# 68-0383653

By 

Name Betty Hall, Contracts Administrator
<mailto:bhall@leadershipassociates.org>

Date July 30, 2025

DISTRICT:
PACIFIC GROVE UNIFIED SCHOOL DISTRICT

By _____

Name _____

Date _____

Board Cover Sheet

Action/Discussion

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

Meeting Date

Aug 7, 2025

Presenter(s)

Linda Adamson
Superintendent

Item

Resolution No. 1161 – Recognizing National Hispanic Heritage Month

Recommendation

The District Administration recommends that the Board review and adopt Resolution Number 1161 recognizing September 15, 2025 through October 15, 2025 as National Hispanic Heritage Month.

Background

The Pacific Grove Unified School District recognizes National Hispanic Heritage Month, which runs from September 15 through October 15. The district celebrates the history, heritage, and contributions of Americans with roots in Mexico, Spain, the Caribbean, and Central and South America. Hispanic Heritage Month was first introduced in 1968 by Congressman George E. Brown. The district values collaboration among students, families, and staff, and believes that acknowledging and celebrating the contributions of Hispanics strengthens the educational community.

Information

PGUSD honors National Hispanic Heritage Month and recognizes that Hispanic Americans have been integral to the prosperity of the U.S. Their contributions to the nation are immeasurable, and they embody the best of American values. The Hispanic-American community has left an indelible mark on the U.S. culture and economy.

Fiscal Impact

N/A

2025/26 ▾

(None) No Fiscal Impact

Program/Grant

N/A

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

RESOLUTION No. 1161

Resolution Recognizing October 15, 2025 through October 15, 2025 as National Hispanic Heritage Month

WHEREAS, National Hispanic Heritage Month is celebrated every year from September 15 to October 15 across the United States, honoring the rich heritage, history, traditions, contributions, and cultural diversity of American citizens who came from Mexico, Spain, the Caribbean, and South and Central America. These citizens roots trace back to Spain and 19 countries, including Mexico, Central and South American nations, and Caribbean territories like Puerto Rico and Cuba; and

WHEREAS, this month-long celebration starts in mid-September to coincide with the independence anniversaries of several Latin American countries. On September 15, Costa Rica, El Salvador, Nicaragua, Guatemala, and Honduras commemorate their independence from Spain, followed by Mexico on September 16 and Chile on September 18. The period also includes Columbus Day/Indigenous Peoples Day, also known as Día de la Raza, in mid-October; and

WHEREAS, this year's theme, "Collective Heritage: Honoring the Past, Inspiring the Future", deeply resonates with Pacific Grove Unified School District's three core values of *Belonging*, *Safety*, and *Prosperity* while encompassing the *Culture of We*. Thus, emphasizing the importance of both preserving and celebrating the rich traditions of the Hispanic community while also looking forward to the future and the contributions that will continue to shape American culture.

WHEREAS, there is no collaboration more vital to the success of PGUSD's students than that between our families, staff, and the community at large. By embracing this collaboration, we build a stronger, more resilient education community that recognizes the profound impact of Hispanic pioneers—past, present, and future—on our shared journey toward excellence. Together, we honor the legacy of those who have come before us and continue to inspire the leaders and changemakers of tomorrow; and in the Pacific Grove Unified School District Hispanic students make up 20.9% of the population; and

WHEREAS, the word Hispanic is typically used to describe people with a heritage rooted in Spanish-speaking Latin America. The word Latino typically refers to people of Latin American (Mexico, South and Central America, the Caribbean) origin or descent; and

WHEREAS, Hispanic Heritage Month was first introduced by Congressman George E. Brown in 1968. With the civil rights movement, the need to recognize the contributions of the Latin community gained traction in the 1960s, and awareness of the multicultural groups living in the United States was simultaneously growing; and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Pacific Grove Unified School District hereby honors National Hispanic Heritage Month and recognizes that Hispanic Americans have been integral to the prosperity of the U.S. Their contributions to the

nation are immeasurable, and they embody the best of American values. The Hispanic-American community has left an indelible mark on the U.S. culture and economy.

PASSED AND ADOPTED by the Governing Board of the Pacific Grove Unified School District on this this 7th day of August 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dr. Elliott Hazen, President

Jennifer McNary, Clerk

Laura Ottmar, Board Member

Beth Shammass, Board Member

Mike Wachs, Board Member

Dr. Linda Adamson, Superintendent

Board Cover Sheet

Action/Discussion

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

Meeting Date

Aug 7, 2025

Presenter(s)

Linda Adamson
Superintendent

Item

Proposed Board Calendar

Recommendation

The District 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 Thursday and special Board Meetings on the 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.

Fiscal Impact

N/A

Board Meeting Calendar

(2025-26 School Year)

August-December 2025

Closed Session & Open Session times vary

Thursday, August 7	Regular Board Meeting <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Quarterly Facilities Project Updates <input checked="" type="checkbox"/> Student Enrollment Update <input checked="" type="checkbox"/> Property Tax Report <input checked="" type="checkbox"/> Consolidated Application for Federal Funding <input checked="" type="checkbox"/> <i>TK-12 VAPA, Spanish & Programmatic Overview</i> <input checked="" type="checkbox"/> <i>2024-25 Solicitation of Funds</i> <input checked="" type="checkbox"/> <i>Resolution recognizing September 15-October 15 as National Hispanic Heritage Month</i>
Thursday, August 21	Special Board Meeting <ul style="list-style-type: none"> <input type="checkbox"/> <i>Board Governance & Board Goals Discussion</i>
Thursday, September 4	Regular Board Meeting <ul style="list-style-type: none"> <input type="checkbox"/> Williams Uniform Complaint Report (Quarterly) <input type="checkbox"/> Summer Program Presentation <input type="checkbox"/> Public Hearing & Resolution: Sufficiency of Instructional Materials for Fiscal Year 2024-25 <input type="checkbox"/> <i>CSBA Policy Update – First Reading</i> <input type="checkbox"/> <i>Facilities Master Plan Update</i> <input type="checkbox"/> <i>Budget Committee Update</i> <input type="checkbox"/> <i>Early Retirement Notification Incentive</i> <input type="checkbox"/> <i>Declaration of Need for Fully Qualified Educators</i> <input type="checkbox"/> <i>Board Meeting Calendar (July-December 2026)</i>
Thursday, September 18	Special Board Meeting <ul style="list-style-type: none"> <input type="checkbox"/> Resolution for the GANN Limit for 2024-25 <input type="checkbox"/> Unaudited Actuals*
Thursday, October 2	Regular Board Meeting <ul style="list-style-type: none"> <input type="checkbox"/> Resolution Proclaiming Week of the School Administrator <input type="checkbox"/> FY 2024-25 Budget Revision #1 <input type="checkbox"/> Communications Plan <input type="checkbox"/> School Services HR Report Plan Update <input type="checkbox"/> PGTA Sunshine List <input type="checkbox"/> CSEA Sunshine List <input type="checkbox"/> <i>2024 State Testing Results</i> <input type="checkbox"/> <i>CSBA Policy Update – Approval</i>

KEY

Italicized Edited/Moved/New
Asterisk* Does Not Repeat

Updated: 7/30/2025

	<input type="checkbox"/> <i>Resolution recognizing November as National Native American Heritage Month</i> <input type="checkbox"/> <i>Early Retirement Notification Incentive</i> <input type="checkbox"/> <i>Annual Review of Legal Services Costs</i> <input type="checkbox"/> Curriculum Mapping & Planning
Thursday, October 23	Special Board Meeting <input type="checkbox"/> TBD
Thursday, November 6	Regular Board Meeting <input type="checkbox"/> CSBA Policy Update – <i>First Reading</i> <input type="checkbox"/> Educational Protection Account Update <input type="checkbox"/> Review of 2023-24 Data
Thursday, November 20	Special Board Meeting <input type="checkbox"/> TBD
Thursday, December 11	Regular Board Meeting <input type="checkbox"/> Quarterly Facilities Project Updates <input type="checkbox"/> First Interim Report <input type="checkbox"/> CSBA Board Comments <input type="checkbox"/> Election of 2024-25 Board President and Clerk <input type="checkbox"/> Williams Uniform Complaint Report (Quarterly) <input type="checkbox"/> CSBA Policy Update – <i>Approval</i> <input type="checkbox"/> Elected Office Interest Forms Due (Board President/Clerk) <input type="checkbox"/> Swearing In of New Board Members – <i>As Needed</i> <input type="checkbox"/> HS Course Catalog - Informational Item
Thursday, December 18	Special Board Meeting <input type="checkbox"/> Board Governance and Self-evaluation <input type="checkbox"/> District Goals Update

KEY

Italicized Edited/Moved/New
 Asterisk* Does Not Repeat

Updated: 7/30/2025

Board Meeting Calendar

(2025-26 School Year *Continued*)

January-July 2026

Closed Session & Open Session times vary

Thursday, January 15	Regular Board Meeting <ul style="list-style-type: none"> <input type="checkbox"/> Superintendent Goals – Midyear check-in <input type="checkbox"/> Preliminary Enrollment Projection for 2026-27 <input type="checkbox"/> Property Tax Update <input type="checkbox"/> Resolution recognizing February as Black History Month <input type="checkbox"/> School Accountability Report Cards <input type="checkbox"/> Board Meeting Calendar (January-June 2027) <input type="checkbox"/> 2025-26 Audit Report <input type="checkbox"/> <i>Board Member Appreciation Week</i> <input type="checkbox"/> <i>Review of Legal Services Costs – Update</i>
Thursday, January 22	Special Board Meeting <ul style="list-style-type: none"> <input type="checkbox"/> Board Budget Study Session <input type="checkbox"/> Board Governance and Self-evaluation <input type="checkbox"/> District Goals Update
Thursday, February 5	Regular Board Meeting <ul style="list-style-type: none"> <input type="checkbox"/> Budget Development Calendar <input type="checkbox"/> Resolution recognizing March as Women’s History Month
Thursday, February 26	Regular Board Meeting <ul style="list-style-type: none"> <input type="checkbox"/> LCAP 2025-26 Midyear Report <input type="checkbox"/> CSBA Policy Update – First Reading <input type="checkbox"/> Bond Fund 21 Audit
Thursday, March 5	Regular Board Meeting <ul style="list-style-type: none"> <input type="checkbox"/> Williams/Valenzuela Uniform Complaint Report <input type="checkbox"/> Possible Personnel Action Presented as Information (RIF) <input type="checkbox"/> Non-reelects Resolution <input type="checkbox"/> CSBA Policy Update – Approval
Thursday, March 19	Regular Board Meeting <ul style="list-style-type: none"> <input type="checkbox"/> Second Interim <input type="checkbox"/> Report on Governor’s Budget Proposal
Thursday, March 26	Special Board Meeting <ul style="list-style-type: none"> <input type="checkbox"/> Board Governance Training
Thursday, April 9	Regular Board Meeting <ul style="list-style-type: none"> <input type="checkbox"/> Resolution recognizing May as Asian American Pacific Islander Heritage Month <input type="checkbox"/> School Resource Officer Update <input type="checkbox"/> Student Board Recognition

KEY

Italicized Edited/Moved/New
Asterisk* Does Not Repeat

Updated: 7/30/2025

	<input type="checkbox"/> TRAN Resolution <input type="checkbox"/> Resolution recognizing May as Mental Health Awareness Month <input type="checkbox"/> CIF Representatives <input type="checkbox"/> <i>National School Principals' Day Resolution</i>
Thursday, April 23	Special Board Meeting <input type="checkbox"/> LCAP Study Session
Thursday, May 7	Regular Board Meeting <input type="checkbox"/> Board Goals for 2026-27 <input type="checkbox"/> California Day of the Teacher <input type="checkbox"/> Week of the CSEA Employee <input type="checkbox"/> Retiree Recognition <input type="checkbox"/> Begin Superintendent Evaluation <input type="checkbox"/> CSBA Policy Update – First Reading <input type="checkbox"/> School Resource Officer Update
Thursday, May 21	Regular Board Meeting <input type="checkbox"/> Review Governor's Revised Budget <input type="checkbox"/> 2026-27 Budget Public Hearing <input type="checkbox"/> LCAP Public Hearing/LCAP Board Presentation <input type="checkbox"/> Educational Protection Account Approval <input type="checkbox"/> Resolution recognizing June as LGBTQ+ Month <input type="checkbox"/> Continue Superintendent Evaluation <input type="checkbox"/> CSBA Policy Update – Approval <input type="checkbox"/> School Plans for Student Achievement (SPSA)
Thursday, June 4	Regular Board Meeting <input type="checkbox"/> Williams/Valenzuela Uniform Complaint Report <input type="checkbox"/> 202-27 Budget Public Adoption <input type="checkbox"/> Approval of Contracts and Purchase Orders for 2026-27 <input type="checkbox"/> Resolution Recognizing Juneteenth <input type="checkbox"/> School Resource Officer Contract <input type="checkbox"/> Instructional Material & Curriculum Adoption Plan <input type="checkbox"/> CA Dashboard Local Indicators <input type="checkbox"/> Superintendent Evaluation & Contract <input type="checkbox"/> LCAP Approval <input type="checkbox"/> 2026-27 Prequalified Vendors List <input type="checkbox"/> 2025-26 Solicitation of Funds
Thursday, June 18	Special Board Meeting <input type="checkbox"/> TBD
JULY 2026	NO BOARD MEETINGS

KEY

Italicized Edited/Moved/New
 Asterisk* Does Not Repeat

Updated: 7/30/2025

Board Cover Sheet

Information/Discussion

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

Meeting Date

Aug 7, 2025

Presenter(s)

Jessica Grogan
Teacher

Item

Presentation – PGHS – Dual Enrollment Program

Recommendation

The District Administration recommends that the Board receive an informational presentation on the Dual Enrollment Program for the Pacific Grove High School.

Background

Pacific Grove High School has partnered with Monterey Peninsula College since 2017 to offer dual enrollment opportunities to students. Over the years, the program has expanded from Culinary Arts and Photography to include a broader range of subjects including Computer Science, Psychology, and English. The Class of 2025 demonstrated record participation and success, contributing to a significant increase in college acceptance and enrollment.

Information

The Dual Enrollment Program allows PGHS students to earn both high school and college credit through courses taught on campus in partnership with MPC. These College and Career Access Pathway (CCAP) courses provide transferable college credit and additional GPA weight for UC/CSU admission, enhancing students' post-secondary readiness and competitiveness.

Fiscal Impact

N/A

2025/26 ▾

(None) No Fiscal Impact

Program/Grant

N/A

2025/26 ▾

(None) No Fiscal Impact

Program/Grant

N/A

PGHS Dual Enrollment Program

2025 Update



What is dual enrollment?

MPC Dual Enrollment courses allow high school students to earn BOTH high school and college credit while students are still attending high school.

Taking an MPC course allows students to receive credits towards high school graduation AND earn college credits for the future.

The College and Career Access Pathway (“CCAP”) program allows Dual Enrollment courses to be taught at PGHS by PGUSD and MPC faculty.

Students enrolled in dual enrollment courses receive UC and/or CSU transferable college credit if they earn a C or higher in the course.

UC transferable college courses that fall within the A-G subject areas, including those completed through dual enrollment, will earn an extra point (aka a “grade bump”) in the UC freshman admission GPA calculation (within the maximum honors points limitations), if completed with a letter grade of C or better.

Students exceed the required and recommended A-G requirements for college admissions. For example, students taking dual enrollment English report that they took 5 years of English in high school on their college application, making them more competitive for college admission.

Timeline of CCAP Programs Offered at PGHS

2017-2018

Culinary Arts and Photography dual enrollment offered for the first time

Collaboration with MPC started in 2015

2021-2023

Computer Science (21/22) and Engineering (22/23) dual enrollment offered for the first time

2024-2025

Dual enrollment English and Psychology offered for the first time

100 students enrolled in English
32 students enrolled in Psychology

2025-2026

Dual enrollment Sociology, Speech, and Counseling offered for the first time

36 students signed up for Sociology

CalGET-C: The transfer path from California Community College to UC or CSU

204/246

1

English
Communication

Three required
courses

English 1A offered at
PGHS by Ms. Grogan

Oral Communication
offered at PGHS by
MPC staff

2

Math and Quantitative
Reasoning

One required course

3

Arts and Humanities

Two required classes

English 1B offered at
PGHS by Ms. Grogan

4

Social and Behavioral
Sciences

Two courses, two
different disciplines
required

Psyc 1 offered at
PGHS by Ms. Hall

Psyc 3 offered at
PGHS by Ms. Hall

Soci 1 offered at
PGHS by Ms. Hall
starting Fall 2025

Soci 11 offered at
PGHS by Ms. Hall
starting Spring 2026

5

Physical and
Biological Sciences

Three courses
required

6

Ethnic Studies

One course required

Fall 2024

CCAP Enrollments

Total CCAP
enrollments:
1192



Seaside High School	155 student enrollments 6 total sections
Marina High School	268 student enrollments 10 total sections
Monterey High School	286 student enrollments 47 Non-CCAP (THEA 74D) 11 total sections
Carmel High School	186 student enrollments 8 total sections
Pacific Grove High School	201 student enrollments 10 total sections
Carmel Valley High School	7 student enrollments 1 section
Online Academy	69 student enrollments 3 sections
Rancho Cielo	20 student enrollments 1 section

205/246

Dual Enrollment 2025-2026

Fall 2025

English 1A
Psychology 1
Sociology 1
Culinary Arts
Engineering

Speech
Counseling

Spring 2026

English 1B
Psychology 3
Sociology 11
Culinary Arts
Engineering

Speech
Counseling

Increase in students taking dual enrollment courses



110 students (78%) took an average of 3 Dual Enrollment courses

Increase in students getting into 4-year colleges



97 students applied to a 4-year college or university (69% of total seniors)

96 students (99%) were accepted to a 4-year college or university

Increase in students attending 4-year colleges

81 students committed to a 4-year college or university - 57% of total seniors (84% of applicants).

This total is a 19% increase from 2024, and the highest # since <2020.

CSU Admissions

31 students committed to a CSU (compared to 19 in '24)

- Cal Poly SLO - 7
- Sacramento - 5
- Chico - 4
- Monterey Bay - 3
- San Jose - 2
- Long Beach - 2

And more!

UC Admissions

24 students committed to a UC

(compared to 10 in '24)

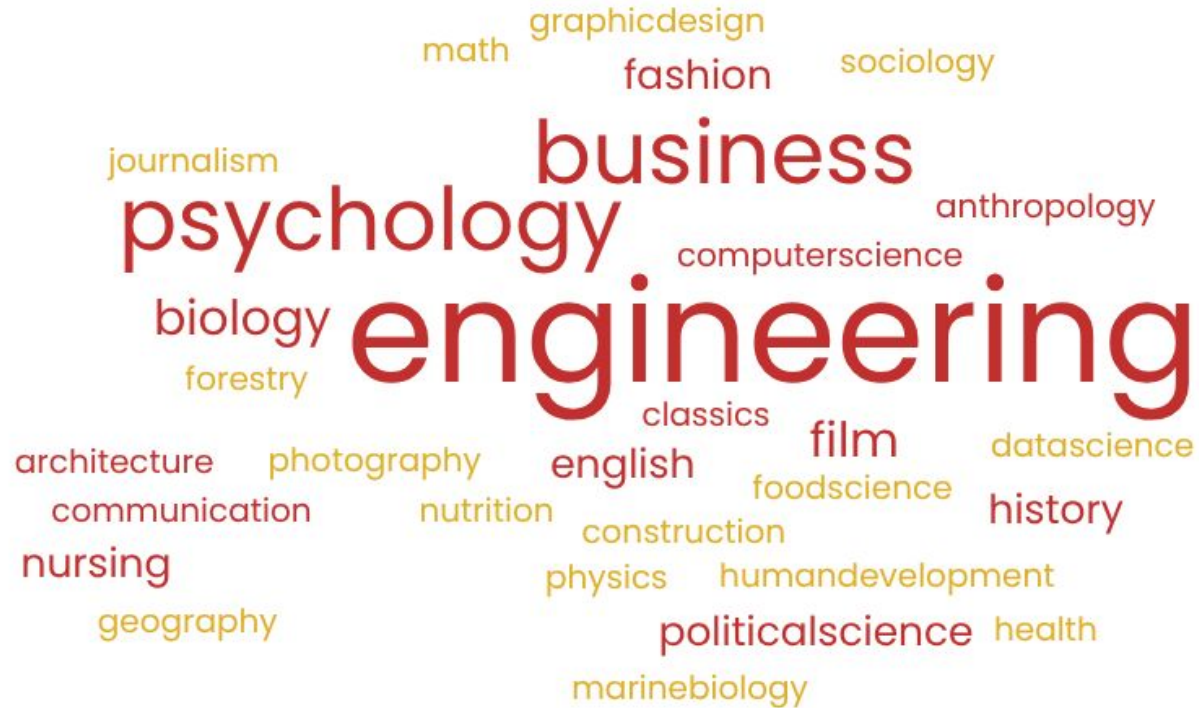
- UC Berkeley - 3
- UC Davis - 4
- UC Irvine - 6
- UCLA - 1
- UC San Diego - 5
- UC Santa Barbara - 1
- UC Santa Cruz - 4

Private / Out-of-state / International College Admissions

27 students committed to a private, out-of-state, or international college

- 1 student committed to an international school
- 11 students committed to 6 in-state private schools
- 7 students committed to 6 out-of-state public schools
- 8 students committed to 7 out-of-state private schools

Majors



Support

Support teachers who want to pursue offering dual enrollment courses

Highlight Success

Communicate and highlight the success of the PGHS dual enrollment program

Equity

Emphasize equity in providing free texts to students and allowing on-campus access to these free classes

Master Schedule

Continue working with MPC to ensure that the master schedule aligns with dual enrollment hours requirements

Thank you!

Board Cover Sheet

Information/Discussion

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

Meeting Date

Aug 7, 2025

Presenter(s)

Jon Anderson

Director of Maintenance, Operations & Transportation

Item

Presentation – Summer School Facility Improvements (2025)

Recommendation

The District Administration recommends that the Board receive and informational presentation on the 2025 Summer School Facility Improvements.

Background

The presentation includes the work accomplished during the 2025 summer break.

Information

This update provides an overview of the significant work undertaken during the summer by the Maintenance, Operations & Transportation (MOT) team, as well as projects completed by contractors funded through Measure D. It also highlights initial projects already in the planning process under Measure B.

Fiscal Impact

Various funds are used to support General Maintenance, Deferred Maintenance and Bond Projects.

2025/26 ▾

(01) General Fund ▾

(14) Deferred Maintenance ▾

(40) Special Reserve ▾

(21) Bond-Measure D ▾



2025 Summer School Facility Improvements

Overview of completed and in progress 2025 summer maintenance projects and upcoming facility improvements across Pacific Grove Unified School District campuses.



Forest Grove Elementary School Improvements

Safety Enhancements

- Removal of seven compromised trees
- Installation of remote gate release
- Repair of trip hazards
- Termite treatment in G4 building

Playground Upgrades

- New kindergarten play structure
- New swing set installation
- Refreshed engineered wood chips

Facility Maintenance

- Fence repair and staining
- Classroom relocations
- Thorough summer cleaning
- Outdoor bench restoration

Note: Path of travel improvements are currently in the planning phase. We just recently obtained DSA approval for reconstruction of building E, scheduling in process.



Robert H. Down Elementary School Improvements

Structural Improvements

- Removal of modular classroom
- Liquid applied roof coating on Main Building & Building A

Playground Enhancements

- Replacement of kindergarten play structure
- New swing set installation
- Refreshed engineered wood chips in all playground areas

Interior Upgrades

- BASRP interior finishes upgrade
- New carpeting in Room #6
- Comprehensive summer cleaning
- Outdoor bench restoration

Note: Play yard asphalt resurfacing and path of travel planning are currently in development.



Pacific Grove Middle School Improvements

Facility Renovations

- Boys restroom finishes upgrade
- Liquid applied roof coating on Buildings A & B
- Wood rot repair and gutter replacement on Building B
- Safety fencing installation
- Stair tread replacement
- Classroom #1 painting

Grounds Maintenance

- Major tree pruning project
- Comprehensive summer cleaning



Pacific Grove High School Improvements



Exterior Improvements

- Removal of 4 compromised trees
- Outdoor bench restoration
- Tennis courts #1 & #2 resurfacing (scheduled for October)



Interior Renovations

- Dance floor screening and coating
- Gym floor touch-up and coating
- Small gym wall repair and backboard installation
- Comprehensive summer cleaning



Infrastructure Updates

- Comprehensive gas leak survey and emergency repair
- Emergency pool boiler replacement
- Electrical switchgear replacement (awaiting DSA approval - October installation)



ⓘ The electrical switchgear replacement represents a critical infrastructure upgrade that will enhance safety and reliability. This project is currently awaiting DSA approval with installation planned for October.

Pacific Grove Adult Education Campus Improvements



Completed Projects

- Refreshed engineered wood chips in preschool playground
- Building F abatement & demolition (in final DSA approval stage)
- Comprehensive summer cleaning



Projects In Design Phase

- Main parking area improvements
- Monarch Room window replacements
- HVAC system upgrades
- CHS Relocation to Adult Education Campus



David Avenue Campus Improvements



Building Exterior Renovations

- Wood rot repair for Buildings B & D
- Rain gutter replacement for Buildings B & D
- Lead-based paint abatement & encapsulation for Buildings B & D
- Complete exterior painting of Buildings B & D



Restroom Upgrades

- Comprehensive finishes upgrade in Building B restrooms
- Thorough cleaning and floor sealing in Building C restroom



Note: The David Avenue Campus houses several important district programs. These improvements address both structural integrity issues and interior comfort, enhancing the educational environment for students and working conditions for staff.

2025-26 Quick Start Facility Improvement Projects



PG Adult Ed

- Parking Lot Resurfacing & Safety Enhancements
- HVAC Upgrades
- Roof Replacement
- LBP Abatement & Painting



PG Middle School

- HVAC Upgrades
- Interior Modernization
- Additional fencing at Gym/Main Bldg



Robert H Down Elementary

- Additional Sewer Repairs
- Play Yard Resurfacing
- HVAC Upgrades



Forest Grove Elementary

- ADA Path of Travel Upgrades
- Sewer Line Repair
- Play Yard Resurface



David Avenue Campus

- HVAC Upgrades
- LBP Abatement & Painting



PG High School

- Remaining Roof, Gutter & Paint
- ADA Path of Travel Upgrades
- Library Patio/Water Intrusion

Board Cover Sheet

Information/Discussion

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

Meeting Date

Aug 7, 2025

Presenter(s)

Larry Haggquist

Executive Director of Educational Services

Item

Update – World Language & VAPA Programs

Recommendation

The District Administrations recommends that the Board receives information about the World Language and VAPA programs.

Background

Pacific Grove Unified is committed to offering a well-rounded educational experience that supports the development of the whole child. Through robust programs in Spanish and the Visual and Performing Arts (VAPA), students engage in creative expression, cultural exploration, and skill-building from elementary through high school. These offerings—ranging from early language exposure and general music to advanced visual arts, instrumental music, culinary arts, and dual enrollment—enhance the student experience, promote academic enrichment, and prepare students for future success.

Information

The report and presentation will provide the board with an overview of the curricular offerings in World Language and VAPA, including recent modifications. The report and presentation highlight how these programs are structured across TK–12 to ensure continuity, equity, and access—from foundational instruction in elementary grades to expanded electives, dual enrollment, and college- and career-aligned pathways at the secondary level.

Fiscal Impact

N/A

2025/26 ▾

(None) No Fiscal Impact

Program/Grant

N/A

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

World Language
and VAPA Program
Update 2025-26

Background

When designing effective instruction, educators often begin with the end in mind—a process known as backwards mapping. This approach starts by identifying the desired outcomes for student learning and then mapping backwards to ensure each step of instruction and curriculum design intentionally supports those goals. While this practice is commonly applied within classroom settings, the same principle guides the development of strong instructional programs at the district level. In Pacific Grove Unified, our World Language and Visual and Performing Arts (VAPA) offerings reflect a backwards mapping approach that spans the entire K–12 experience. From elementary exploration to middle school foundations and high school specialization, our programmatic design ensures that students are not only meeting graduation requirements but are also building toward meaningful engagement and achievement in these disciplines over time.

In Pacific Grove Unified, our World Language and VAPA programs are intentionally structured to provide a coherent and continuous learning experience from elementary through high school. At the elementary level, students are introduced to foundational skills and creative exploration, sparking interest and building confidence in artistic expression and language learning. These early experiences are expanded upon in middle school, where students begin to engage more deeply with discipline-specific skills, preparing them for the rigor and breadth of high school courses. By the time students reach high school, they have the opportunity to pursue advanced coursework in visual arts, music, and world languages that not only fulfill graduation requirements but also support college and career readiness. This alignment across grade levels

reflects an approach that ensures students are equipped with the skills, knowledge, and experiences necessary to thrive in these subject areas over time.

High School World Languages and VAPA

At the high school level, PGUSD graduates are required to complete one year of a Language Other Than English (LOTE) or one year of a Visual and Performing Art (VAPA). Students pursuing admission to a four-year university under the UC/CSU A–G requirements must complete at least two years of a LOTE and one year of VAPA coursework. Pacific Grove High School offers an array of courses in both disciplines, enabling students to meet or exceed these requirements. World Language options include Spanish and French, with levels 1 through 4 as well as Advanced Placement (AP) courses available.

In VAPA, students may choose from a broad selection of classes, including three levels of 2D and 3D visual art, photography, and music courses such as Jazz Band, Concert/Marching Band, Orchestra, and Guitar. Culinary Arts is another strong component of the VAPA program, with introductory through advanced coursework and a capstone course that includes an industry-recognized certification. Students interested in the performing arts can also enroll in Drama and Advanced Drama electives, which include opportunities to participate in annual play productions. In addition, choir and musical theater are offered as extracurricular clubs, providing further avenues for creative expression and performance. Several of these high school offerings also provide dual enrollment opportunities, giving students access to college credit while still in high school.

Pacific Grove Middle School Spanish and VAPA

Pacific Grove Middle School offers students opportunities to engage in both Spanish and Visual and Performing Arts (VAPA) across all three grade levels. In sixth grade, students gain exposure through the elective wheel, which includes four rotating courses: Home Economics, Spanish, Art, and Technology Essentials. This wheel is designed for students who are not enrolled in the instrumental music track, allowing them to experience a broad range of disciplines throughout the year. In seventh and eighth grade, Spanish and VAPA courses are offered as stand-alone electives, giving students the opportunity to begin building more focused skills in these areas. For students in the music track, PGMS provides a comprehensive selection of instrumental music courses across all three years, including Beginning Instruments, Symphonic Band, Concert Band, Chamber Orchestra, String Orchestra, and Jazz Combo. In addition to the regular school-day offerings, PGMS also hosts an after-school musical theater club that begins meeting in February and culminates in a full-scale production in late March.

Elementary Spanish and VAPA

At the elementary level, both Robert Down and Forest Grove provide foundational experiences in World Language and the Visual and Performing Arts that lay the groundwork for future learning. Spanish instruction is now offered once a week to students in grades 2 through 5—a shift from the previous model, which provided instruction twice a week to only grades 4 and 5. This change was made to increase flexibility in scheduling and protect essential instructional time for core academic subjects, while still supporting early exposure to language learning. Beginning Spanish

instruction in second grade allows students to engage with the language during a critical developmental window, enhancing long-term retention and language acquisition.

In addition to Spanish, all students in transitional kindergarten through fifth grade participate in general music instruction once a week, taught by a credentialed music teacher. Instrumental music is currently available to students in grades 4 and 5, with plans underway to expand access to grade 3. Visual arts instruction is integrated into the general education classroom through the Art in Action curriculum, which provides teachers with ready-to-use, standards-aligned art lessons and all necessary materials. This model empowers classroom teachers to deliver high-quality visual arts experiences throughout the year. Together, these offerings reflect PGUSD's commitment to ensuring every student has meaningful access to world languages and the arts from the earliest years of their education.

World Language and VAPA Program Update 2025-26

PGUSD Board Presentation
August 7, 2025



Background

228/246

Backwards Mapping as a Guiding Principle:

Instructional design begins with clear end goals, ensuring each step supports long-term student success.

K–12 Continuum in World Language and VAPA:

Programs are purposefully structured from elementary through high school to provide a coherent and cumulative learning experience.

Early Exposure and Exploration: Elementary students build foundational skills and confidence through creative and engaging introductory experiences.

Progressive Skill Development: Middle school deepens discipline-specific learning, preparing students for high school rigor.

PGHS World Language and VAPA



School Level	World Language (Spanish/French)	Visual and Performing Arts (VAPA)	Additional Notes
High School (PGHS)	<ul style="list-style-type: none">- Spanish I–IV- French I–IV- AP Spanish, AP French	<ul style="list-style-type: none">2D & 3D Art (3 levels)- Photography- Music: Jazz Band, Concert/Marching Band, Orchestra, Guitar- Culinary Arts (Intro to Capstone w/ certification)- Drama/Play Production	<ul style="list-style-type: none">- Graduation Requirement: 1 year of LOTE or 1 year of VAPA- UC/CSU A–G: 2 years LOTE, 1 year VAPA- Dual Enrollment opportunities available- Musical and Choir clubs

PGMS Spanish and VAPA



School Level	World Language (Spanish)	Visual and Performing Arts (VAPA)	Additional Notes
Middle School (PGMS)	<ul style="list-style-type: none">- 6th Grade Spanish: Intro via Elective Wheel- 7th–8th Grade: Spanish as a stand-alone elective	<ul style="list-style-type: none">- 6th Grade: Art via Elective Wheel- 7th–8th Grade: Art as a stand-alone elective- Music (6–8): Beginning Instruments, Symphonic Band, Concert Band, Chamber Orchestra, String Orchestra, Jazz Combo	<ul style="list-style-type: none">- After-school Musical Theater Club (Feb–Mar)- Elective Wheel includes: Home Ec, Spanish, Art, Technology (6th grade non-music students)

Elementary Spanish and VAPA



Program Area	Grade Levels	Description
Spanish	Grades 2–5	<ul style="list-style-type: none">- Offered once per week to all students in grades 2–5- Formerly twice per week for grades 4–5 only- Supports early language exposure during a critical developmental period
General Music	TK–5	<ul style="list-style-type: none">- Weekly instruction taught by a credentialed music teacher
Instrumental Music	Grades 4–5 (expanding to Grade 3)	<ul style="list-style-type: none">- Currently available for grades 4 and 5- Expansion to include grade 3 is in progress
Visual Arts	TK–5	<ul style="list-style-type: none">- Delivered through Art in Action curriculum- Taught by classroom teachers using standards-aligned, ready-to-use materials

Summary

232/246

Why?

- Maintain robust academic enrichment options given low enrollment and budget challenges
- Focus on whole child instruction
- Neuroscience supports

How?

- Backwards mapping
- Early exposure and practice leads to preparation for advanced coursework while always giving students an opportunity to try new things

What?

- A well-developed program that challenges students with engaging and rigorous coursework and prepares them college, career, and life

Board Cover Sheet

Information/Discussion

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

Meeting Date

Aug 7, 2025

Presenter(s)

Josh Jorn
Assistant Superintendent

Item

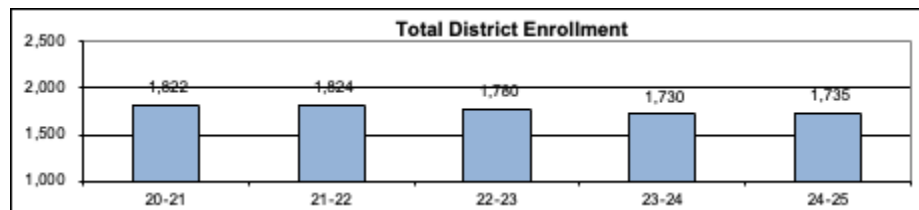
Review of District Enrollment for the First Day of School & Overall Projections (2025-26 SY)

Recommendation

The District Administration recommends that the Board review the information regarding enrollment for the first day of school and overall projections for the 2025-26 school year.

Background

For a 5-year period, the California Basic Educational Data System (CBEDS) average daily attendance (ADA) numbers are as follows:



Information

Total District **active** enrollment for the 2025-26 school year is 1673

Note: active totals are active students in the Synergy Student Information System as of July 25, 2025.

Total District **projected** enrollment for 2025-26 school year is 1701 which takes into account students not fully enrolled by the date that the report was pulled from Synergy

Note: projected totals is student projected enrollment as of July 25, 2025.

Class size **projected total** enrollment for August 5th, 2025, the first day of school all sites:

Grade Level	Number of Classes	Students Enrolled Aug 5th
Forest Grove Elementary School		
UPK	1	24
TK	1	20
Kindergarten	2	41

1st Grade	2	47
2nd Grade	2	50
3rd Grade	2	41
4th Grade	3	65
5th Grade	2	56
Totals at FGE	15 Classes	320 Students
<i>*Average Class Size 21.3</i>		
Robert H. Down Elementary School		
TK	2	36
Kindergarten	3	75
1st Grade	3	63
2nd Grade	2	50
3rd Grade	3	63
4th Grade	3	77
5th Grade	3	63
Totals at RHD	19 Classes	427 Students
<i>*Average Class Size 22.5</i>		
Pacific Grove Middle School		
6th Grade		135
7th Grade		138
8th Grade		144
Totals at PGMS		417 Students
Pacific Grove High School		
9th Grade		146
10th Grade		136
11th Grade		127
12th Grade		121
Totals at PGHS		530 Students
Pacific Grove Community High School		

Totals PGCHS 9th - 12th Grade		7 Students
PGUSD Totals 25-26		1,701 Students

Fiscal Impact

Changes in enrollment and average daily attendance have no significant impact on revenues because the District receives its funding primarily from local property taxes. However, one-time state block grant funds, annual lottery revenue, Universal Preschool ADA, and other categoricals will be impacted by continuous declining enrollment and ADA.

2025/26 ▾

(None) No Fiscal Impact

Program/Grant

N/A



Pacific Grove Unified School District 2025-26 Enrollment Preview

The District Administration presents enrollment data for the first day of school and projections for the 2025-26 school year. This preview provides insight into current enrollment trends across all school sites.

Current Enrollment Data & Projections

1673

Active Students

Total active enrollment as of July 31, 2025

1701

Projected Students

Anticipated enrollment for 2025–26

21.9

Avg. Elementary Class Size

Combined average for Forest Grove (21.3)
and Robert Down (22.5)

School Site	Total Projected Students	Classes/Grade Levels
Forest Grove Elementary	320	15 classes (UPK–5th)
Robert H. Down Elementary	427	19 classes (TK–5th)
Pacific Grove Middle School	417	6th–8th grades
Pacific Grove High School	530	9th–12th grades
PG Community High School	7	9th–12th grades

Detailed Grade-Level Breakdown & Fiscal Impact

Elementary Schools Enrollment

Forest Grove Highlights

- UPK-TK: 44 students
- K-3rd: 179 students
- 4th-5th: 121 students
- Average class size: 21.3

Robert Down Highlights

- TK: 36 students
- K-3rd: 251 students
- 4th-5th: 140 students
- Average class size: 22.5

Secondary Schools Enrollment

Middle School

- 6th grade: 135 students
- 7th grade: 138 students
- 8th grade: 144 students

High Schools Combined (PGHS and CHS)

- 9th grade: 146 students
- 10th grade: 136 students
- 11th grade: 130 students
- 12th grade: 125 students

Fiscal Impact

Changes in enrollment have no significant impact on revenues as the District receives funding primarily from local property taxes. However, one-time state block grants, lottery revenue, and other categorical funds will be affected by enrollment and ADA.

Board Cover Sheet

Information/Discussion

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

Meeting Date

Aug 7, 2025

Presenter(s)

Josh Jorn
Assistant Superintendent

Item

Review of the 2024-25 Actual & Preview of 2025-26 FY Estimated Property Tax Revenue

Recommendation

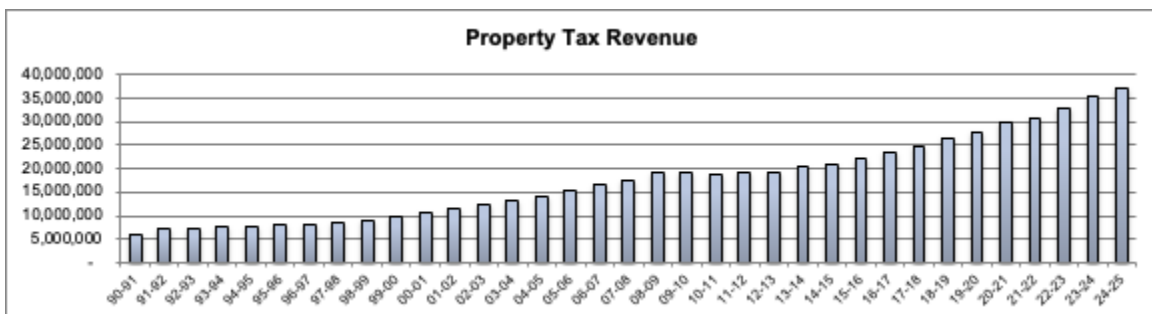
The District Administration recommends that the Board review the information regarding actual property tax revenue for the 2024-25, and property tax revenue projections for 2025-26 fiscal years based on the latest county assessed valuation.

Background

Property tax revenue is received throughout the fiscal 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.

Property tax revenue trends:

- From 1991-92 through 2008-09, the District experienced consistent growth in property tax revenue, 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% and has remained consistent over the past 12 years just above 5%



Information

2024-25 Actual Property Taxes:

- How did Property Taxes increase compared to the prior year?
 - Actual property tax revenues for 2024-25 were \$37,442,456
 - This was an increase of \$1,893,666 over 2023-24 (up 5.2%).
 - The percentage of assessed valuation growth was aligned with the adopted budget
- Did Property Taxes meet budgeted expectations?
 - The property taxes met budget expectations
 - The 2024-25 Adopted Budget (June 2024), the estimated property tax receipts were \$37,316,064.
 - As of the closing of the 2024-25 books (July 2025), the actual tax receipts were \$37,442,456
 - This resulted in an increase over 2024-25 Adopted Budget of **+\$126,389**

2025-26 Property Tax projections:

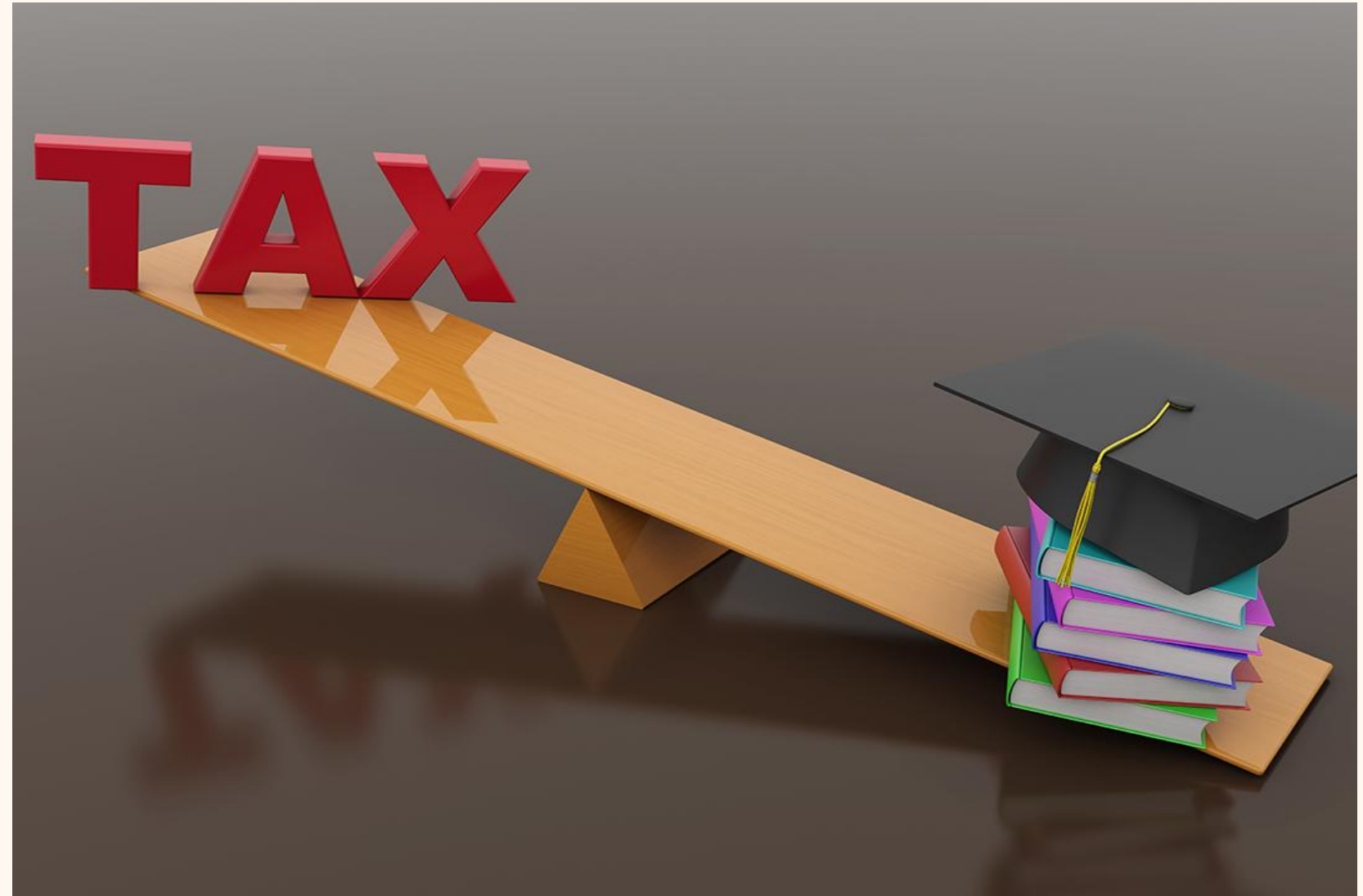
- What was the projection for the 2025-26 property taxes?
 - The 2025-26 Adopted Budget projected \$38,518,987 in total property tax revenue
- Have the projections changed for 2025-26 as of the August 6th Board Meeting?
 - No. The County Tax Assessor's Office projects Property Tax revenue to increase by 5% over 2024-25
 - Future assessment will come from any changes in assessed valuation as home sales increase/decrease and mortgage rate fluctuation.
 - PGUSD will share updated property tax projections at the October 2024 Budget Revision #1.

Fiscal Impact

An actual increase of **+\$126,389** 2024-25 actual property tax receipts, over the 2024-25 Adopted Budget Projections

Property Tax Revenue: 2024-25 Actuals & 2025-26 Projections

This information item provides the Board with actual property tax revenue for the 2024-25 fiscal year and shares projections for 2025-26 based on the latest county assessed valuation data.



Historical Property Tax Revenue Trends

1**1991-2009: Consistent Growth**

From 1991-92 through 2008-09, the District experienced consistent growth in property tax revenue, increasing by an average of 5.85% per year.

2**2009-2011: Downward Trend**

In 2009-10, property tax revenues turned downward, resulting in decreases of (\$42,105) or -0.22% in 2009-10, and (\$236,236) or -1.24% in 2010-11.

3**2011-Present: Recovery & Stability**

Starting in 2011-12, property tax revenue began increasing again. Over the subsequent 14-year period, the average growth was about 4.51% and has remained consistent over the past 12 years at just above 5%.

2024-25 Actual Property Tax Results

\$37,442,456 +\$1,893,666

Total Revenue

Year-Over-Year Increase

Actual property tax revenue
collected for fiscal year 2024-25

Increase over 2023-24
(5.2% growth)

Revenue Distribution Timeline

Property tax revenue is received throughout the fiscal year, with the largest portions being posted in:

- December: approximately 54% of annual revenue
- April: approximately 33% of annual revenue
- Remaining months: about 13% in various amounts which may but does not always include delinquent tax receipts

+\$126,389

Surplus Over Budget

Amount exceeding the 2024-25
Adopted Budget projection of
\$37,316,064



2025-26 Property Tax

Adopted Projection

The 2025-26 Adopted Budget projects \$38,518,987 in total property tax revenue, representing a **5% increase over 2024-25**.

Projection Status

As of the August 7th Board Meeting, projections remain unchanged. The County Tax Assessor's Office continues to project a 5% increase over 2024-25.

Adjustments

Future updates will reflect changes in home sales and mortgage rate fluctuations. PGUSD will share updated property tax projections (if applicable) in the October 2025 Budget Revision.

Board Cover Sheet

Information/Discussion

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

Meeting Date

Aug 7, 2025

Presenter(s)

Linda Adamson
Superintendent

Item

Future Agenda Items

Recommendation

The District 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 9323: Meeting Conduct](#) states:

“...the Board or a Board member may provide a reference to staff or other resources for factual information, ask staff to report back to the Board at a subsequent meeting concerning any matter, or take action directing staff to place a matter of business on a future agenda. (Government Code 54954.2).”

Information

The Future Agenda Items chart is a new ongoing Information/Discussion document that will be presented to the Board during every Regular Board Meeting with revisions and/or updates.

Fiscal Impact

N/A

Future Agenda Items				
Date Requested	Item	Note(s)/Plan(s)	Action(s)	Presented /Resolved
Dec 12, 2024	Career Technical Education	Future Agenda Item		<input type="checkbox"/>
Jan 30, 2025	District Reserves Policy	Will be discussed at first Budget Committee Meeting		<input type="checkbox"/>
Mar 20, 2025	Board Policy (BP)/(AR) Revisions: <ul style="list-style-type: none"> Complaints Concerning District Employees (BP 1312.1 & AR 1312.1) Student Use of Technology (BP 6163.4 & E(1) 6163.4) Mobile Communication Devices (AR 5131.8) 	August 12th Policy Committee Meeting: <ul style="list-style-type: none"> → BP 1312.1 → AR 1312.1 → BP 6163.4 → E(1) 6163.4 → AR 5131.8 		<input type="checkbox"/>
Jun 5, 2025	<ul style="list-style-type: none"> School Safety Plan – Update 	Presenting updates & addressing any potential gaps in school safety plan – Sep 4, 2025 Board Meeting		<input type="checkbox"/>
	Next Policy Committee Meeting: <ul style="list-style-type: none"> New Program Evaluations Animals on Campus 			<input type="checkbox"/>
Jun 26, 2025	<ul style="list-style-type: none"> TK-12 Programming (VAPA, Spanish, etc.) 	Presenting – Aug 7, 2025 Board Meeting		<input checked="" type="checkbox"/>
	<ul style="list-style-type: none"> Facilities Master Plan 	Presenting – Sep 4, 2025 Board Meeting		<input type="checkbox"/>

Updated: 7/30/2025