

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: Aug 13, 2026**



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 13, 2026
TIME: 5:30 PM Closed Session
6:30 PM Open Session

Trustees:

Jennifer McNary, President
Beth Shammass, Clerk
Laura Ottmar
Mike Wachs

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

Administration:

Superintendent Dr. Linda Adamson
Assistant Superintendent Joshua Jom

Student Representative(s):

Grace Bishop
Dylan Llantero

VIRTUAL ZOOM LINK

<https://pgusd.zoom.us/j/87048196889?pwd=UvpiYXsuL0aSnck43TS2xQzlhP3gs.1>

Meeting ID: 870 4819 6889

Passcode: 025864

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

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

Find your local number: <https://pgusd.zoom.us/j/87048196889>

ADDITIONAL TELECONFERENCE LOCATION

This meeting is also being conducted by teleconference at the following location:
5322 North Diana Avenue
Fresno, California 93710

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.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: Aug 13, 2026**

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.

- a. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2026-2027 [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.
- b. 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:

- a. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2026-27 [Government Code § 3549.1, subdivision (d)]

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

- B. Pledge of Allegiance
- C. Presentation - Robert Down Elementary - Community Partnership's Spotlight
- D. Introduction of Incoming Student Board Representatives - Dr. Adamson

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

*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.*

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: Aug 13, 2026**

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- A. Minutes of June 4, 2026 Regular Board Meeting 9
Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the minutes.
- B. Minutes of June 15, 2026 Special Board Meeting 14
Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the minutes.
- C. Minutes of June 18, 2026 Regular Board Meeting 16
Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the minutes.
- D. Minutes of July 9, 2026 Special Board Meeting 20
Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the minutes.
- E. Cash Receipts Report #1 22
Recommendation: (Josh Jorn , Assistant Superintendent) The District Administration recommends that the Board review and approve the Cash Receipts Report.
- F. Warrant Schedule #694 25
Recommendation: (Josh Jorn , Assistant Superintendent) The District Administration recommends that the Board review and approve the Warrant Schedule.
- G. Acceptance of Donations 27
Recommendation: (Josh Jorn , Assistant Superintendent) The District Administration recommends that the Board review and accept the donations.
- H. Personnel Report 28
Recommendation: (Buck Roggeman, Chief Human Resources Officer) The District Administration recommends that the Board review and approve the Personnel Report.
- I. Contract for Services with Wonder Woofs Emotional Support Dogs 32
Recommendation: (Barbara Martinez, Adult School Principal) The Administration recommends approval of an agreement with Wonder Woofs to provide Emotional Support dog visits and wellness support services on Pacific Grove Unified School District campuses.
- J. PGMS - Contract for Services with Harmony at Home 40
Recommendation: (Jason Tovani, Interim PGMS Principal) The District Administration recommends the Board review and approve the Contract for Services with Harmony at Home for the 2026-27 school year.

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- K. PGMS - Contract for Services with Ohana, Montage Health 48
Recommendation: (Jason Tovani, Interim PGMS Principal) The District Administration recommends the Board review and approve the Contract for Services and Memorandum of Understanding with Ohana for the 2026-27 school year.
- L. Contract for Services with Amergis Healthcare Staffing, Inc. - 2026-27 60
Recommendation: (Yolanda Cork-Anthony, Director of Student Services) The District Administration recommends the Board review and approve the Contract for Services with Amergis Healthcare Staffing, Inc. for the 2026-27 school year.
- M. Contract for Services with Tucci Learning Solutions - 2026-27 105
Recommendation: (Yolanda Cork-Anthony, Director of Student Services) The District Administration recommends the Board review and approve the Contract for Services with Tucci Learning Solutions for the 2026-27 school year.
- N. Contract for Services with Mindful Behavior Supports, LLC - 2026-27 150
Recommendation: (Yolanda Cork-Anthony, Director of Student Services) The District Administration recommends the Board review and approve the Contract for Services with Mindful Behavior Supports for the 2026-27 school year.
- O. Memorandum of Understanding with Carmel Unified School District - 2026-27 158
Recommendation: (Yolanda Cork-Anthony, Director of Student Services) The District Administration recommends the Board review and approve the Memorandum of Understanding (MOU) with Carmel Unified School District for the placement of students with disabilities in Special Day Classes for the 2026-27 school year.
- P. Memorandum of Understanding with National University – Teacher Intern Agreement – 2026-27 168
Recommendation: (Buck Roggeman, Chief Human Resources Officer) The District Administration recommends that the Board review and approve the Memorandum of Understanding with National University to establish a teacher intern agreement.
- Q. Memorandum of Understanding with CSEA - Payment Extension 178
Recommendation: (Buck Roggeman, Chief Human Resources Officer) The District Administration recommends that the Board review and approve the memorandum of understanding (MOU) between the California School Employees Association (CSEA) and Pacific Grove Unified School District (PGUSD) establishing a payment extension for the underpayment for extra workdays in the classified work year.

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

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VII. PUBLIC HEARING

A. Tentative Agreement with CSEA Chapter 229 - Fiscal Year 2026-27 181

Recommendation: (Buck Roggeman, Chief Human Resources Officer) The District Administration recommends that the Board hold a public hearing of the Tentative Agreement between the Pacific Grove Unified School District and the California School Employees Association (CSEA) Pacific Grove Chapter 229 for fiscal year 2026-2027.

Open Public Hearing: _____ Close Public Hearing: _____

- Public Comment:
- Board Discussion

B. AB 1200 Disclosure of the Tentative Agreement Between PGUSD and CSEA Chapter 229 185

Recommendation: (Josh Jorn, Assistant Superintendent) The District Administration recommends that the Board hold a public hearing regarding the AB 1200 Disclosure of the Tentative Agreement between Pacific Grove Unified School District and the California School Employees Association (CSEA), Chapter 229.

Open Public Hearing: _____ Close Public Hearing: _____

- Public Comment:
- Board Discussion

VIII. ACTION/DISCUSSION

A. Tentative Agreement with CSEA Chapter 229 - Fiscal Year 2026-27 207

Recommendation: (Buck Roggeman, Chief Human Resources Officer) The District Administration recommends that the Board review and approve the Tentative Agreement between the Pacific Grove Unified School District and the California School Employees Association (CSEA) Pacific Grove Chapter 229 for fiscal year 2026-2027.

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

B. AB 1200 Disclosure 211

Recommendation: (Josh Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the District

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General Fund Combined (Unrestricted/Restricted) Budget and all other Funds for fiscal year 2026-27.

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

C. Resolution No. 1201 - Recognizing National Hispanic Heritage Month 232

Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and adopt Resolution Number 1161 recognizing September 15, 2026 through October 15, 2026 as National Hispanic Heritage Month.

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

D. Job Description - Adult Education English as a Second Language 235

Recommendation: (Buck Roggeman, Chief Human Resources Officer) The District Administration recommends that the Board review and approve the job description for Adult Education English as a Second Language Teacher.

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

E. Proposed Board Meeting(s) Calendar 240

Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and adopt the proposed Board meeting calendar to ensure that all scheduled sessions remain in compliance with the meeting frequency and notification requirements established in Bylaw 9320.

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

IX. INFORMATION/DISCUSSION

A. Review of the 2025-26 Actual & Preview of 2026-27 FY Estimated Property Tax Revenue 246

Recommendation: (Josh Jorn, Assistant Superintendent) The District Administration recommends that the Board review the information regarding actual property tax revenue for the 2025-26, and property tax revenue projections for 2026-27 fiscal years based on the latest county assessed valuation.

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

B. Review of District Enrollment for First Day of School & Overall Projections-2026-27 248

Recommendation: (Josh Jorn, Assistant Superintendent) The District Administration recommends that the Board review the Future Agenda Items list and provide direction regarding the addition, prioritization, or scheduling of items for upcoming meetings.

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

C. Quarterly Facilities Update/Projects Update 251

Recommendation: (Jon Anderson, Director of Maintenance and Operations) The District Administration recommends that the Board review and enjoy this informational presentation of the Quarterly M.O.T. Update & Districtwide Summer Projects.

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

D. Future Agenda Items 262

Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review the Future Agenda Items list and provide direction regarding the addition, prioritization, or scheduling of items for upcoming meetings.

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

X. ADJOURNMENT

Next Special Board Meeting: Aug 27, 2026

Next Regular Board Meeting: Sep 10, 2026



BOARD OF EDUCATION
REGULAR MEETING MINUTES: June 4, 2026

435 Hillcrest Ave.
Pacific Grove, CA 93950

Trustee(s) Present:

- ☒ President Jennifer McNary
- ☒ Clerk Beth Shammass
- ☒ Trustee Dr. Elliott Hazen (remotely)
- ☒ Trustee Mike Wachs
- ☐ Trustee Laura Ottmar

Administration Present:

- ☒ Superintendent Dr. Linda Adamson
- ☒ Assistant Superintendent Josh Jorn

Board Recorder:

- Executive Assistant to the Superintendent
Carey O'Sullivan

Student Representative(s) Present:

- ☐ Jasmine Booker
- ☐ Paige Houston
- ☐ Paige Silveira
- ☐ Sulachhya Gurung

School Site Acronyms:

DO - District Office
FGE - Forest Grove Elementary School
RHD - Robert H. Down Elementary School
PGMS - Pacific Grove Middle School
PGHS - Pacific Grove High School
PGCHS - Pacific Grove Community High School
PGAE - Pacific Grove Adult Education
PGUSD - Pacific Grove Unified School District

Next Board Meeting Date(s):

June 18, 2026 – *Special*

[Full YouTube Video of Meeting](#)

I. OPENING BUSINESS

- A. Call to Order - 5:15 PM by *President McNary*
- B. Land Acknowledgement
- C. Roll Call

- President McNary - *Present*
- Clerk Shammass - *Present*
- Trustee Hazen - *Not present at roll call; arrived during Action Item AA*
- Trustee Ottmar - *Absent*
- Trustee Wachs - *Present*

- D. Adoption of Agenda

- *Dr. Adamson proposed amending the agenda to postpone Item III.C., presentation, due to honoree's absence.*

- Public Comment: *None*
- Board Discussion: *None*
- Move: Clerk Shammass - Second: President McNary - Vote: 3–0, *motion carried.*

II. CLOSED SESSION

- A. Identify Closed Session Topics:
 - a. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION pursuant to Gov. Code, § 54956.9, subd. (d)(1)

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- OAH Case No. 2026030297
- Superior Court of Monterey County, Case No. 26CV002717
- b. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2025-26 [Government Code § 3549.1, subdivision (d)]
- c. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957, subdivision (b)]
- d. CONFERENCE WITH LABOR NEGOTIATOR
Agency designated representative: District Legal Counsel
Unrepresented Employees: Superintendent and Assistant Superintendent
- B. Public Comment on Closed Session Topics: *None*
- C. Adjourn to Closed Session - 5:20 PM

III. RECONVENE IN OPEN SESSION - 6:45 PM

- A. Report Action Taken in Closed Session:
 - a. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION pursuant to Gov. Code, § 54956.9, subd. (d)(1)
 - OAH Case No. 2026030297
 - *The Board voted to accept the settlement agreement with a vote of 3–0*
 - Superior Court of Monterey County, Case No. 26CV002717
 - b. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2025-26 [Government Code § 3549.1, subdivision (d)]
 - i. *Information was received and direction was given.*
 - c. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957, subdivision (b)]
 - i. *Information was received.*
 - d. CONFERENCE WITH LABOR NEGOTIATOR
Agency designated representative: District Legal Counsel
Unrepresented Employees: Superintendent and Assistant Superintendent
 - i. *Information was received and direction was given.*
- B. Pledge of Allegiance
- C. Presentation - CSEA Golden Bear Award Winner - Nargess Akhavi
 - a. Not done because of adopted agenda

IV. COMMUNICATIONS

- A. Student Representative Comments
 - a. *None*
- B. Board Member Comments/Written Communications
 - a. *Board members shared written communications and their personal comments.*
- C. Superintendent Report
 - a. Dr. Adamson gave a presentation.



BOARD OF EDUCATION
REGULAR MEETING MINUTES: June 4, 2026

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

- A. Community Members (Non-Agenda Items)
 - a. *None*
- B. PGUSD Staff Comments (Non-Agenda Items)
 - a. *One (1) online commenter.*

VI. CONSENT

- A. Minutes of May 21, 2026 Regular Board Meeting
- B. Warrant Schedule
- C. Cash Receipts Report #12
- D. Acceptance of Donations
- E. Revolving Cash Report #7
- F. Personnel Report
- G. Contract for Services with MJ Communications Inc.
- H. Contract for Services with Pacific West Water Purification Inc.
- I. Contract for Services with Jose Del Rio - Athletic Trainer
- J. Contract for Services with Parchment Services
- K. Contract for Services with SCATT Recreation
- L. Contract for Services with Gary Stotz Music
- M. Contract for Services with Federico Embroidery
- N. Contract for Services with Nguyen Security
- O. Contract for Services with Anthony J Nocita, IAMP
- P. Contract for Services with Ignite 2 Unite, LLC
- Q. Contract for Services with Arbiter Pay
- R. Contract for Services with Premier Studios - 2026-27
- S. Contract for Services with Videographer, Ashley Beem - 2026-27
- T. Contract for Services with Apparel Republic - 2026-27
- U. Contract for Services with Taco Don Beto - 2026-27
- V. Contract for Services with Dan Deegan, Set Designer - 2026-27
- W. Contract for Services with Daniel Marquez dba DJ Dan Utica - 2026-27
- X. Contract for Services with NCLRA - Lacrosse Referees - 2026-27
- Y. Contract for Services with MEarth - 2026-27
- Z. Contract for Services with Stotz Music - 2026-27
- AA. Contract for Services with Hilltown Instrument Repair - 2026-27
- BB. Contract for Services with Marylee Sunseri - 2026-27
- CC. Independent Consultant Agreement between PGAE and Dr. Jessica Luke
- DD. Contract for Services with David Sonderegger
- EE. Lease Agreement with The WAVE Youth Program of Pacific Grove
- FF. Memorandum of Understanding - Monterey Bay Swim Club - 2026-27
- GG. Pacific Grove Adult Education - LAUNCH Pre-Apprenticeship Agreement
- HH. Pacific Grove Adult Education - BRIDGE Pre-Apprenticeship Linkage Agreement
- II. Memorandum of Understanding - CSEA Chapter 229 and PGUSD- Underpayment for Extra Work Days in the Classified Year

BOARD OF EDUCATION
REGULAR MEETING MINUTES: June 4, 2026

- JJ. Approval - CSBA Policy Updates - February 2026
- Public Comment: *None*
 - Board Discussion: *The Board discussed the consent agenda. Item Y (Contract for Services with MEarth) was pulled by Trustee Wachs and moved to Action Item AA.*
 - Move: Trustee Wachs ▾ Second: Clerk Shammas ▾ Vote: 3–0, motion carried.

VII. PUBLIC HEARING

- A. Resolution No. 1200 Parcel Tax Public Hearing
- Open Public Hearing: 7:09 PM Close Public Hearing: 7:13 PM
 - Public Comment: *None*
 - Board Discussion: *None*

VIII. ACTION/DISCUSSION

(Trustee Hazen arrived at this time.)

- AA. Contract for Services with MEarth
- Public Comment: *None*
 - Board Discussion: *The Board discussed the item.*
 - *No motion was made, direction was given to staff to provide a further breakdown of costs at another meeting.*
- A. Declaration of Need for Fully Qualified Educators
- Public Comment: *None*
 - Board Discussion: *None*
 - Move: Clerk Shammas ▾ Second: Trustee Wachs ▾ Vote: 4–0, motion carried.
- B. 2026-27 Budget Adoption
- Public Comment: *None*
 - Board Discussion: *None*
 - Move: Trustee Wachs ▾ Second: Trustee Hazen ▾ Vote: 4–0, motion carried.
- C. Resolution No. 1200 - Parcel Tax
- Public Comment: *None*
 - Board Discussion: *The Board discussed the item and proposed two revisions to the resolution.*
 - Move: Clerk Shammas ▾ Second: Trustee Wachs ▾ Vote: 4–0, motion carried.
- D. Board Policy 3100 - Budget
- Public Comment: *None*
 - Board Discussion: *The Board discussed the item and direction was given to have the item returned to the June 18, 2026 Consent Agenda.*
- E. Administrative Regulation 5117 – Interdistrict Attendance
- Public Comment: *None*
 - Board Discussion: *The Board discussed the item and made note that Administrative Regulations do not require Board approval. The AR will be revised as presented.*



BOARD OF EDUCATION
REGULAR MEETING MINUTES: June 4, 2026

F. Local Control Accountability Plan 2026-27

- Public Comment: *None*
- Board Discussion: *The Board discussed the item.*
- Move: President McNary ▾ Second: Clerk Shammass ▾ Vote: 4–0, motion carried.

G. Local Performance Indicators - California Department of Education School Dashboard

- Public Comment: *None*
- Board Discussion: *The Board discussed the item.*
- Move: Trustee Wachs ▾ Second: Clerk Shammass ▾ Vote: 4–0, motion carried.

H. MOU - PGTA/PGUSD Teacher Vacancy Assignment and Layoff Notice Revocation

- Public Comment: *None*
- Board Discussion: *None*
- Move: Trustee Hazen ▾ Second: Trustee Wachs ▾ Vote: 4–0, motion carried.

I. Proposed Board Meeting(s) Calendar

- Public Comment: *None*
- Board Discussion: *None*
- *No changes were made, and no action was taken.*

IX. INFORMATION/DISCUSSION

A. PGUSD Draft Educational Technology Plan for 2026-29, Revision 2.0

- Public Comment: *None*
- Board Discussion: *The Board discussed the item.*
- Direction: *Direction was given to bring this back as an action item on June 18, 2026.*

B. Future Agenda Items

- Public Comment: *None*
- Board Discussion: *The Board discussed the item, and added a future agenda item.*
- Direction: *Direction given to add a future agenda item.*

X. ADJOURNMENT - 9:48 PM

Next Regular Board Meeting(s): Jun 18, 2026



**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING MINUTES: June 15, 2026**

14/263



435 Hillcrest Ave.
Pacific Grove, CA 93950

Trustee(s) Present:

- ☒ President Jennifer McNary
- ☒ Clerk Beth Shammass
- ☒ Trustee Dr. Elliott Hazen (remotely)
- ☒ Trustee Mike Wachs
- ☒ Trustee Laura Ottmar

Administration Present:

- ☒ Superintendent Dr. Linda Adamson
- ☐ Assistant Superintendent Josh Jorn

Board Recorder:

- Executive Assistant to the Superintendent
Carey O'Sullivan

Student Representative(s) Present:

- ☐ Jasmine Booker
- ☐ Paige Houston
- ☐ Paige Silveira
- ☐ Sulachhya Gurung

School Site Acronyms:

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FGE - Forest Grove Elementary School
RHD - Robert H. Down Elementary School
PGMS - Pacific Grove Middle School
PGHS - Pacific Grove High School
PGCHS - Pacific Grove Community High School
PGAE - Pacific Grove Adult Education
PGUSD - Pacific Grove Unified School District

Next Board Meeting Date(s):

June 18, 2026 – *Special*

[Full YouTube Video](#)

I. OPENING BUSINESS

- A. Call to Order - *President McNary called the meeting to order at 5:30 PM*
- B. Land Acknowledgement
- C. Roll Call
 - Jennifer McNary - Present
 - Beth Shammass - Present
 - Elliott Hazen - Present
 - Laura Ottmar - Present
 - Mike Wachs - Present
- D. Adoption of Agenda
 - Public Comment: *None*
 - Board Discussion: *None*
 - Move: **Trustee Hazen** ▾ Second: **Clerk Shammass** ▾ Vote: *5-0, motion carried*

II. CLOSED SESSION

- A. Identify Closed Session Topics:
 - a. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2025-26 [Government Code § 3549.1, subdivision (d)]
 - b. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957, subdivision (b)]



**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
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15/263



B. Public Comment on Closed Session Topics

- a. *Two (2) in-person commenters.*

C. Adjourn to Closed Session - 5:41 PM

III. RECONVENE IN OPEN SESSION - 7:22 PM

A. Report Action Taken in Closed Session:

- a. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2025-26 [Government Code § 3549.1, subdivision (d)]
- i. Information was received and direction was given.
- b. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957, subdivision (b)]
- i. Information was received.

IV. ADJOURNMENT - 7:23 PM

Next Regular Board Meeting(s): Jun 18, 2026



BOARD OF EDUCATION
REGULAR MEETING MINUTES: June 18, 2026

435 Hillcrest Ave.
Pacific Grove, CA 93950

Trustee(s) Present:

- ☒ President Jennifer McNary
- ☒ Clerk Beth Shammass
- ☒ Trustee Dr. Elliott Hazen
- ☒ Trustee Mike Wachs
- ☒ Trustee Laura Ottmar

Administration Present:

- ☒ Superintendent Dr. Linda Adamson
- ☒ Assistant Superintendent Josh Jorn

Board Recorder:

- Executive Assistant to the Superintendent
Carey O'Sullivan

Student Representative(s) Present:

- ☐ Jasmine Booker
- ☐ Paige Houston
- ☐ Paige Silveira
- ☐ Sulachhya Gurung

Next Board Meeting Date(s):

June 29, 2026 – *Special*
August 13, 2026 – *Regular*

School Site Acronyms:

DO - District Office
FGE - Forest Grove Elementary School
RHD - Robert H. Down Elementary School
PGMS - Pacific Grove Middle School
PGHS - Pacific Grove High School
PGCHS - Pacific Grove Community High School
PGAE - Pacific Grove Adult Education
PGUSD - Pacific Grove Unified School District

[Full YouTube Video of Meeting](#)

I. OPENING BUSINESS

- A. Call to Order - *President McNary called to order at 5:30 PM*
- B. Land Acknowledgement
- C. Roll Call

- President McNary - *Present*
- Clerk Shammass - *Present*
- Trustee Hazen - *Present*
- Trustee Ottmar - *Present*
- Trustee Wachs - *Present*

D. Adoption of Agenda

- Public Comment: *None*
- Board Discussion: *None*
- Move: Trustee Hazen ▾ Second: Trustee Wachs ▾ Vote: 5-0

II. CLOSED SESSION

- A. Identify Closed Session Topics:
 - a. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2025-26 [Government Code § 3549.1, subdivision (d)]



BOARD OF EDUCATION
REGULAR MEETING MINUTES: June 18, 2026

- b. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957, subdivision (b)]
- c. Conference with Legal Counsel – Existing Litigation
John Doe v. PGUSD (Monterey County Superior Court 25CV003120)
- B. Public Comment on Closed Session Topics
 - a. *One (1) online commenter.*
- C. Adjourn to Closed Session - 5:35 PM

III. RECONVENE IN OPEN SESSION - 6:35 PM

- A. Report Action Taken in Closed Session:
 - a. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2025-26 [Government Code § 3549.1, subdivision (d)]
 - i. *Information was received, and direction was given.*
 - b. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957, subdivision (b)]
 - i. *Information was received, and direction was given.*
 - c. Conference with Legal Counsel – Existing Litigation
John Doe v. PGUSD (Monterey County Superior Court 25CV003120)
 - i. *Information was received.*
- B. Pledge of Allegiance

IV. COMMUNICATIONS

- A. Student Representative Comments - *None*
- B. Board Member Comments/Written Communications
 - a. *Board members shared written communications and their personal comments.*
- C. Superintendent Report
 - a. *Dr. Adamson shared a presentation and honored Trustee Hazen who will not be seeking reelection.*

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

- A. Community Members (Non-Agenda Items)
 - a. *None*
- B. PGUSD Staff Comments (Non-Agenda Items)
 - a. *None*

VI. CONSENT

- A. Minutes of June 4, 2026 Regular Board Meeting
- B. Warrant Schedule
- C. Cash Receipts Report #13
- D. Acceptance of Donations
- E. Personnel Report
- F. Contract for Services with Bryan Gage - Muralist

BOARD OF EDUCATION
REGULAR MEETING MINUTES: June 18, 2026

- G. Approval of Addenda to DSC Contract for Services
- H. Approval of June 2026 Measure A Technology Expenditures
- I. MOU with Monterey Bay Charter School 2026-27
- J. MOU National University Student Intern Program
- K. MOU PGTA State Preschool Salary Schedule Correction
- L. Board Policy 3100 - Budget
- M. Solicitation of Funds

- Public Comment: *None*
- Board Discussion: *The Board discussed the consent agenda. Item I (MOU with Monterey Bay Charter School) was pulled by Clerk Shammas and moved to Action Item AA.*
- Move: Clerk Shammas ▾ Second: Trustee Hazen ▾ Vote: 5-0, motion carried.

VII. ACTION/DISCUSSION

- AA. MOU with Monterey Bay Charter School 2026-27
 - Public Comment: *None*
 - Board Discussion: *The Board discussed the item.*
 - Move: Clerk Shammas ▾ Second: Trustee Ottmar ▾ Vote: 5-0, motion carried.
- A. PGUSD Educational Technology Plan for 2026-29
 - Public Comment: *None*
 - Board Discussion: *The Board discussed the item.*
 - Move: Trustee Ottmar ▾ Second: Trustee Wachs ▾ Vote: 5-0, motion carried.
- B. Contract for Services with EQ Schools
 - Public Comment: *None*
 - Board Discussion: *The Board discussed the item.*
 - Move: Trustee Hazen ▾ Second: Clerk Shammas ▾ Vote: 5-0, motion carried.
- C. Confidential Employees Group Compensation Agreement for 2026-27
 - Public Comment: *None*
 - Board Discussion: *None*
 - Move: Clerk Shammas ▾ Second: President McNary ▾ Vote: 5-0, motion carried.
- D. Classified and Certificated Management Salary Schedule - 2026-27
 - Public Comment: *None*
 - Board Discussion: *None*
 - Move: Trustee Hazen ▾ Second: Clerk Shammas ▾ Vote: 5-0, motion carried.
- E. Superintendent's Contract - 2026-27
 - Public Comment: *None*
 - Board Discussion: *None*
 - Move: President McNary ▾ Second: Trustee Ottmar ▾ Vote: 5-0, motion carried.
- F. Assistant Superintendent's Contract 2026-27



BOARD OF EDUCATION
REGULAR MEETING MINUTES: June 18, 2026

- Public Comment: *None*
- Board Discussion: *The Board made comments on the item.*
- Move: President McNary ▾ Second: President McNary ▾ Vote: 5-0, *motion carried.*

G. Proposed Board Meeting(s) Calendar

- Public Comment: *None*
- Board Discussion: *The Board discussed the item and proposed three (3) changes to the Proposed Board Meeting calendar.*
- Move: Clerk Shammass ▾ Second: Trustee Wachs ▾ Vote: 5-0, *motion carried.*

VIII. INFORMATION/DISCUSSION

A. Annual Safety Audit Review

- Public Comment: *None*
- Board Discussion: *The Board discussed the item.*
- Direction: *Direction given to return with data at a later meeting.*

B. PGUSD Communications Plan Update

- Public Comment: *None*
- Board Discussion: *The Board discussed the item.*
- Direction: *Direction was given to continue to address communication methods and best practices.*

C. Future Agenda Items

- Public Comment: *None*
- Board Discussion: *The Board discussed the item.*
- Direction:

IX. ADJOURNMENT - 9:50 PM

Next Regular Board Meeting(s): August 13, 2026



**BOARD OF EDUCATION
SPECIAL MEETING MINUTES: July 9, 2026**

435 Hillcrest Ave.
Pacific Grove, CA 93950

Trustee(s) Present:

- ☒ President Jennifer McNary
- ☒ Clerk Beth Shammass
- ☐ Trustee Dr. Elliott Hazen (remotely)
- ☒ Trustee Mike Wachs
- ☐ Trustee Laura Ottmar

Student Representative(s) Present:

- ☐ Jasmine Booker
- ☐ Paige Houston
- ☐ Paige Silveira
- ☐ Sulachhya Gurung

Next Board Meeting Date(s):

August 3, 2026 – *Special*
August 13, 2026 – *Regular*

[Full YouTube Video of Meeting](#)

Administration Present:

- ☒ Superintendent Dr. Linda Adamson
- ☐ Assistant Superintendent Josh Jorn

Board Recorder:

- Executive Assistant to the Superintendent
Carey O'Sullivan

School Site Acronyms:

DO - District Office
FGE - Forest Grove Elementary School
RHD - Robert H. Down Elementary School
PGMS - Pacific Grove Middle School
PGHS - Pacific Grove High School
PGCHS - Pacific Grove Community High School
PGAE - Pacific Grove Adult Education
PGUSD - Pacific Grove Unified School District

I. OPENING BUSINESS

A. Call to Order - *President McNary called the meeting to order at 6:00 PM*

B. Land Acknowledgement

C. Roll Call

- President Jennifer McNary - *Present*
- Clerk Beth Shammass - *Present*
- Trustee Elliott Hazen - *Absent*
- Trustee Laura Ottmar - *Absent*
- Trustee Mike Wachs - *Present*

D. Adoption of Agenda

- Public Comment: *none*
- Board Discussion: *none*
- Move: Trustee Wachs ▾ Second: Clerk Shammass ▾ Vote: 3-0, *motion carried.*

E. Pledge of Allegiance

II. OPEN SESSION

A. Board of Education Candidate Information Forum - July 2026

Superintendent Dr. Adamson gave an informational [presentation](#) to prospective Board of Education candidates. Members of the Board shared information about their experiences running for election and serving on the Board and responded to questions from attendees.

III. ADJOURNMENT - President McNary adjourned the meeting at 7:21 PM

Next Special Board Meeting: Aug 3, 2026

Next Regular Board Meeting: Aug 13, 2026

Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 13, 2026

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 11, 2026-August 4, 2026.

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

2026/27 ▾

(N/A) No Fiscal Impact

Program/Grant

N/A

PGUSD
2026-27 BOARD REPORT #1 Cash Receipts

June 11, 2026-August 4, 2026

Date	Num	Name	Account	Amount
Jun 11 - Aug 4, 26				
06/11/2026	7857	ADULT EDUCATION	Community Education	1,320.00
06/11/2026	7858	ADULT EDUCATION	Health and Safety	565.00
06/11/2026	7859	ADULT EDUCATION	Parent Education Preschool	850.00
06/11/2026	7860	ADULT EDUCATION	Child Care	100.00
06/11/2026	7849	FOOD SERVICE	FEES COLLECTED	286.00
06/11/2026	7851	Forest Grove Elementary	DONATION	1,470.00
06/11/2026	7852	Fingerprinting	FEES COLLECTED	975.00
06/11/2026	7856	Imogen Erickson	FEES COLLECTED	8.05
06/11/2026	7861	STATE OF CALIFORNIA	CAFE STATE MEALS	32,303.80
06/11/2026	7862	STATE OF CALIFORNIA	CAFE STATE MEALS	114,421.24
06/11/2026	7864	MONTEREY BAY CHARTER SCHOOL	UTILITIES	4,359.17
06/11/2026	7864	STATE OF CALIFORNIA	MEDI-CAL	1,484.86
06/11/2026	7865	PGMS	BOOK FEES	487.04
06/11/2026	7869	PGHS	BOOK FEES	717.00
06/11/2026	7866	RETIREE INSURANCE	INS PAYMENT	1,557.00
06/11/2026	7867	RETIREE INSURANCE	INS PAYMENT	530.00
06/11/2026	7868	INSURANCE PAYMENT	INS PAYMENT	428.00
06/11/2026	7850	Forest Grove PTA	MISC	257.50
06/17/2026	7876	Developer Fees	FEES COLLECTED	5,904.14
06/17/2026	7875	STATE OF CALIFORNIA	MEDI-CAL	4,767.57
06/17/2026	7873	RETIREE INSURANCE	RETIREE INSURANCE	73.00
06/17/2026	7874	RETIREE INSURANCE	RETIREE INSURANCE	438.00
06/17/2026	7872	RETIREE INSURANCE	RETIREE INSURANCE	792.00
06/17/2026	7871	RETIREE INSURANCE	RETIREE INSURANCE	78.00
06/17/2026	7870	RETIREE INSURANCE	RETIREE INSURANCE	7,246.00
06/22/2026	7881	RETIREE INSURANCE	RETIREE INSURANCE	1,014.00
06/22/2026	7880	RETIREE INSURANCE	RETIREE INSURANCE	954.00
06/22/2026	7879	RETIREE INSURANCE	RETIREE INSURANCE	2,069.50
06/22/2026	7878	MISC	DEPOSIT	754.62
06/22/2026	7877	Fingerprinting	FEES COLLECTED	75.00
06/23/2026	7891	RETIREE INSURANCE	RETIREE INSURANCE	976.00
06/23/2026	7890	RETIREE INSURANCE	RETIREE INSURANCE	1,356.00
06/23/2026	7889	RETIREE INSURANCE	RETIREE INSURANCE	876.00
06/23/2026	7888	RETIREE INSURANCE	RETIREE INSURANCE	1,152.00
06/23/2026	7887	STATE OF CALIFORNIA	CAFE MEALS	133,504.47
06/23/2026	7886	STATE OF CALIFORNIA	CAFE MEALS	38,354.29
06/23/2026	7885	MONTEREY BAY CHARTER SCHOOL	RENT	48,048.00
06/23/2026	7884	MPC	DUAL ENROLLMENT REIM...	26,663.48
06/23/2026	7882	MISC	GATE	441.74
06/23/2026	7883	RETIREE INSURANCE	RETIREE INSURANCE	1,752.00
06/23/2026	7892	RETIREE INSURANCE	RETIREE INSURANCE	1,292.54
07/01/2026	7893	RETIREE INSURANCE	RETIREE INSURANCE	792.00

Date	Num	Name	Account	Amount
07/01/2026	7894	Facilitron	FEES COLLECTED	980.41
07/01/2026	7895	COUNTY OF MONTEREY	POLLING PLACE	50.00
07/01/2026	7896	Buyers Edge Platform	REBATE	309.76
07/01/2026	7897	RETIREE INSURANCE	RETIREE INSURANCE	3,765.00
07/01/2026	7898	RETIREE INSURANCE	RETIREE INSURANCE	1,668.00
07/01/2026	7899	RETIREE INSURANCE	RETIREE INSURANCE	7,086.34
07/01/2026	7900	RETIREE INSURANCE	RETIREE INSURANCE	1,737.00
07/01/2026	7901	RETIREE INSURANCE	RETIREE INSURANCE	1,146.00
07/01/2026	7902	RETIREE INSURANCE	RETIREE INSURANCE	797.00
07/01/2026	7903	RETIREE INSURANCE	RETIREE INSURANCE	1,098.00
07/01/2026	7904	RETIREE INSURANCE	RETIREE INSURANCE	4,221.00
07/01/2026	7905	RETIREE INSURANCE	RETIREE INSURANCE	696.00
07/01/2026	7906	RETIREE INSURANCE	RETIREE INSURANCE	792.00
07/01/2026	7907	RETIREE INSURANCE	RETIREE INSURANCE	1,590.00
07/09/2026	7908	EMPLOYEE	REIMBURSEMENT	91.58
07/09/2026	7909	COUNTY OF MONTEREY	POLLING PLACE	50.00
07/09/2026	7910	Ferguson	REIMBURSEMENT	1,270.24
07/09/2026	7911	Robert Down Elementary	settlement	251.54
07/09/2026	7912	Carmel Unified School Dist	Individual Service Plan	103,372.90
07/09/2026	7913	RETIREE INSURANCE	RETIREE INSURANCE	2,652.00
07/09/2026	7914	RETIREE INSURANCE	RETIREE INSURANCE	1,609.00
07/09/2026	7915	RETIREE INSURANCE	RETIREE INSURANCE	1,407.00
07/09/2026	7916	RETIREE INSURANCE	RETIREE INSURANCE	665.00
07/09/2026	7917	RETIREE INSURANCE	RETIREE INSURANCE	1,022.00
07/09/2026	7918	RETIREE INSURANCE	RETIREE INSURANCE	1,142.00
07/09/2026	7919	RETIREE INSURANCE	RETIREE INSURANCE	132.00
07/09/2026	7920	RETIREE INSURANCE	RETIREE INSURANCE	1,241.00
07/09/2026	7921	RETIREE INSURANCE	RETIREE INSURANCE	132.00
07/10/2026	7923	ADULT EDUCATION	ADULT EDUCATION	47,671.35
07/10/2026	7922	ADULT EDUCATION	ADULT EDUCATION	59,065.81
07/16/2026	7924	ADULT EDUCATION	ADULT EDUCATION	55.83
07/17/2026	7925	CASH	REIMBURSEMENT	134.44
07/17/2026	7926	Forest Grove Elementary	settlement	251.54
07/17/2026	7927	PGHS	settlement	251.54
07/17/2026	7928	STATE OF CALIFORNIA	MEDI-CAL	48,437.52
07/17/2026	7929	ADULT EDUCATION	ADULT EDUCATION	1,530.00
07/17/2026	7930	RETIREE INSURANCE	RETIREE INSURANCE	13,054.09
07/23/2026	7934	STATE OF CALIFORNIA	MEDI-CAL	816.68
07/23/2026	7933	PGHS LIBRARY	FEES	111.00
07/23/2026	7932	Developer Fees	FEES COLLECTED	3,634.51
07/23/2026	7931	RETIREE INSURANCE	RETIREE INSURANCE	2,967.00
Jun 11 - Aug 4, 26				760,450.09

Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 13, 2026

Presenter(s)

Josh Jorn

Assistant Superintendent

Item

Warrant Schedule 694

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 month of *July* 2026.

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

2026/27 ▾

(None) No Fiscal Impact

Program/Grant

N/A

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

694

July 2026

WARRANTS - PAYROLL

Certificated	Manual	07/02/26	\$	-
	Supp	07/20/26	\$	188,156.27
	Manual	07/15/26	\$	3,813.66
	Regular	07/31/26	\$	1,775,338.07
<u>Total Certificated</u>				<u>\$ 1,967,308.00</u>
Classified	Manual	07/02/26	\$	-
	Supp	07/20/26	\$	130,641.15
	Manual	07/15/26	\$	437.75
	Regular	07/31/26	\$	559,789.46
<u>Total Classified</u>				<u>\$ 690,868.36</u>
Other	Manual	07/02/26	\$	-
	Supp	07/20/26	\$	-
	Manual	07/15/26	\$	-
	Regular	07/31/26		
<u>Total Other</u>				<u>\$ -</u>
<u>TOTAL PAYROLL</u>				<u>\$ 2,658,176.36</u>

WARRANTS - ACCOUNTS PAYABLE

Checks	V-Card Payment			
13004299 - 13004467	04600000915 - 04600000917	07/09/26	\$	477,545.23
13006143 - 13006168	04600000918	07/16/26	\$	564,184.96
13007459 - 13007499	04600000919 - 04600000923	07/23/26	\$	858,210.32
13008811 - 13008852	04600000924 - 04600000927	7/30/26	\$	257,932.38
<u>TOTAL ACCOUNTS PAYABLE</u>				<u>\$ 2,157,872.89</u>

Board Cover Sheet

Consent ▾ ☒ Credibility & Communication ☐ Student Learning & Achievement ☐ Health & Safety of Students & Schools ☒ Fiscal Solvency, Accountability & Integrity	Meeting Date Aug 13, 2026 Presenter(s) Josh Jorn Assistant Superintendent
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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
Tech Museum Donations \$1470.00

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
None

Pacific Grove Unified School District
None

Fiscal Impact
N/A 2026/27 ▾

Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 13, 2026

Presenter(s)

Buck Roggeman
Chief Human Resources Officer

Item

Personnel Report

Recommendation

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

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

2026/27 ▾

(N/A) No Fiscal Impact ▾

Program/Grant

N/A

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT – CERTIFICATED
August 13, 2026

APPOINTMENTS

Name	Position	FTE	Site	Status	Effective Dates
Pierson, Cassie	Education Specialist ESN	1.0	PGHS	Prob	7/30/26
Spadoni, Katie	TK Teacher	1.0	FGE	Perm	7/31/26

TEMPORARY APPOINTMENTS

Name	Position	FTE	Site	Status	Effective Dates
Avedissian, Jennifer	1st Grade Job Share	0.5	RHD	Temp	7/30/26-5/28/27
Masar, Jared	Music additional section	0.2	PGMS	Temp	7/31/26-5/28/27
Dorey, Chip	PE additional section	0.2	PGMS	Temp	7/31/26-5/28/27

CHANGE OF ASSIGNMENT

Name	Position	FTE	Site	Status	Effective Dates
Turell, Soleil	ESL Teacher	Reduces from 35 Hrs/wk to 28 Hrs/wk	PGAE	PERM	7/1/26

STIPENDS

Name	Stipend	Site	Status	Effective Dates
Diaz Contreras, Felix	Itinerant	RHD	Prob	7/31/26
Masar, Jared	Itinerant	FGE	Perm	7/31/26
Cadigan, Michelle	Itinerant	HS	Perm	7/31/26
Jones, Thalia	Itinerant	RHD	Perm	7/31/26
Powley, Katrina	Itinerant	District	Perm	7/31/26
Abdur-Rahim, Mansour	Itinerant	HS	Perm	7/31/26
Zanger Dessie	Itinerant	PGMS	Perm	7/31/26
Deeter, Sheri	Lead Teacher	CHS	Perm	7/31/26
Dorey, Chip	Department Chair	PGMS	Perm	7/31/26
Hooper, Valarie	Department Chair	PGMS	Perm	7/31/26
Parsons, Monika	Department Chair	PGMS	Perm	7/31/26
Chavez, Susan	Department Chair	PGMS	Perm	7/31/26
Avedissian, Chris	Department Chair	PGMS	Perm	7/31/26
Selfridge, Travis	Department Chair	PGHS	Perm	7/31/26
Martinez, Barbara	Safety Stipend	PGAE	Perm	7/1/26

PROMOTION/TRANSFER

Name	Position	FTE From	FTE To	Site	Effective Dates
Matlow, Justin	Special Education Teacher	1.0	1.0	MS to Itinerant Elementary	7/31/26

RESIGNATIONS/RELEASES/RETIREMENTS

Name	Position	FTE	Site	Status	Effective Dates
Samuels, Fatou "Kine"	State Preschool Teacher	1.0	FGE	Resigned	7/31/26

APPOINTMENTS

Name	Position	FTE	Site	Status	Effective Dates
Khadijeh, Pari Payandehjoo	Sewing Instructor	0.3	ADE	Temp	7/6/26
Davis, Alyssa	Instructional Assistant	0.563	FGE	Prob	8/5/26
Davis, Alyssa	Noon Duty	0.125	FGE	Prob	8/5/26
Nichols, Kevin	PE Instructional Assistant	0.675	PGMS	Prob	8/4/26
Nichols, Kevin	Noon Duty	0.125	PGMS	Prob	8/4/26
Nichols, Kevin	Crossing Guard	0.125	PGMS	Prob	8/4/26
Quinn, Melissa	PE Instructional Assistant	0.625	FGE	Prob	8/5/26
Quinn, Melissa	Noon Duty	0.125	FGE	Prob	8/5/26
Quinn, Melissa	Crossing Guard	0.125	FGE	Prob	8/5/26
Archambeau, Ellen	Instructional Assistant Title I	0.5625	FGE	Prob	8/5/26
Archambeau, Ellen	Noon Duty	0.125	FGE	Prob	8/5/26
Jones, Sally	Library Technician II	0.5	PGHS	Prob	8/3/26
Coyle, Catrina	Library Technician III	0.75	PGHS	Prob	7/14/26
Clark, Sean	Campus Supervisor	0.875	PGHS/ PHMS	Prob	8/5/26
Clark, Sean	Noon Duty	0.125	PGHS	Prob	8/5/26
Miller, Lisa	Instructional Assistant I	0.563	RHD	Prob	8/5/26
Miller, Lisa	Noon Duty	0.125	RHD	Prob	8/5/26
Braun, Cori	Instructional Assistant I	0.5	RHD	Prob	8/5/26
Braun, Cori	Noon Duty	0.125	RHD	Prob	8/5/26
Avendano, Gavin	Information Technology Technician	1.0	PGHS	Prob	8/5/26
Mandujano Jr, Abel	Paraprofessional	0.813	District	Prob	8/5/26
Santos, Chloe	Paraprofessional	0.813	District	Prob	8/5/26

STIPENDS

Name	Stipend	Site	Status	Effective Dates
Elfin, Jessica	JV Girls Water Polo Coach	PGHS	Walk on	7/31/26
Parvin, Dustin	JV Football Coach	PGHS	Walk on	7/31/26
Awamleh, David	Assistant Football Coach	PGHS	Walk on	7/31/26
Graves, Karl	Assistant Football Coach	PGHS	Walk on	7/31/26
Holt, Larkin	Assistant Cross Country	PGHS	Walk on	7/31/26
Davis, Matt	Frosh Volleyball Coach	PGHS	Walk on	7/31/26

PROMOTION/TRANSFER

Name	Position	FTE From	FTE To	Site	Effective Dates
Jones, Sally	From Instructional Assistant I/Noon Duty to Library Technician II	0.688	0.5	RHD to HS	8/3/26
Kelley, Greg	From Custodian II to Lead Custodian	1.0	1.0	MS to District	7/17/26

RESIGNATIONS/RELEASES/RETIREMENTS

Name	Position	FTE	Site	Status	Effective Dates
------	----------	-----	------	--------	-----------------

Avedissian, Jennifer	Instructional Assistant I	0.5	RHD	Perm	7/13/26
Avedissian, Jennifer	Noon Duty	0.25	RHD	Perm	7/13/26
White, Zachary	IT Tech	1.0	PGHS	Perm	7/16/26
Allaire, Jamie	Library Media Tech II	0.75	PGMS	Perm	7/17/26
Ellis, Greg	Bus Driver/Service Mechanic	1.0	DO	Perm	7/31/26

TEMPORARY APPOINTMENTS

Name	Position	FTE	Site	Status	Effective Dates
King, Tharon	MHT	1.0	FGE/RHD	Temp	7/27/26

LEAVE OF ABSENCE

Name	Position	FTE	Site	Status	Effective Dates
Phelps, Vanessa	Paraprofessional	0.813	PGMS	Perm	8/5/26-5/28/27

Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 13, 2026

Presenter(s)

Barbara Martinez
Principal, Pacific Grove Adult School

Item

Contract for Services with Wonder Woofs Emotional Support Dogs
<https://www.wonderwoofs.com/>

Recommendation

The Administration recommends approval of an agreement with Wonder Woofs to provide Emotional Support dog visits and wellness support services on Pacific Grove Unified School District campuses.

Background

Pacific Grove Unified School District is committed to promoting safe, supportive, and inclusive learning environments that foster the academic, social, and emotional well-being of students and staff. As part of the District's comprehensive approach to student wellness and school climate, the District seeks to partner with Wonder Woofs to provide positive interactions with trained emotional support dogs. Research has shown that emotional support dog programs can help reduce stress and anxiety, improve emotional regulation, encourage social connections, and contribute to a positive school culture.

Information

Wonder Woofs Emotional Support Dogs provides trained comfort dog teams that support schools through scheduled visits, wellness activities, and participation in special events. Emotional Support dog visits offer students and staff opportunities for positive engagement, stress reduction, and emotional support. Services may include classroom visits, campus wellness events, literacy support activities, and participation in school and district programs designed to promote social-emotional learning and school connectedness.

The Emotional Support dogs are insured and accompanied by trained handlers who follow established health, safety, and visitation protocols. The program supports the District's commitment to student wellness, mental health awareness, and fostering a welcoming environment for all members of the school community.

Fiscal Impact

Not to exceed \$3,000 Safety Fund

2026/27 ▾

Safety ▾



PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT Wonder Woofs

SITE/DEPARTMENT All sites

SUBMITTED BY Barbara Martinez

FUNDING SOURCE 4969 Safety Fund

AGREEMENT TOTAL AMOUNT \$300.00 per visit Not to exceed 3,000 2026-2027SY

IS THIS A PRIOR YEAR VENDOR CONTRACT?

- ☒ Yes
☐ No

If yes, did the vendor perform to the standards outlined in their prior year contract?

- ☒ Yes
☐ No (If no, explain):

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 Wonder Woofs ("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 service contractor. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to Wonder Woofs Emotional Support dogs will provide service and demonstration to district schools in the use of Emotional Support dogs in classes that request them. Dates will be determined by site. Each scheduled visit costs \$300.00 and if no visit is scheduled, no cost is incurred by the district.

2. Term: Consultant shall commence providing services under this Agreement on Aug 14, 2026 , and will diligently perform as required and complete performance by May 31, 2027 .

3. Compensation: District agrees to pay \$300.00 per visit Not to exceed 3,000 2026-2027SY to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$300.00 per visit Not to exceed 3,000 2026-2027SY 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. The 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: Josh Jorn
Assistant Superintendent/CBO

Consultant

Name: Wonder Woofs
Address: 1261 Payette Circle
City/State/Zip: Hollister, CA 95023
Business Phone: 831-673-2037
Email (Optional): contact@wonderwoofs.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
- ☐ Consultants will be fingerprinted through the District upon contract approval and prior to services rendered
- ☒ 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

(Signed AFTER Board approval)

(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: Barbara Martinez

Name: _____

Title: _____

Date: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

- ☐ Contracted work was not assigned using the 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 13, 2026

Presenter(s)

Jason Tovani
PGMS Principal

Item

PGMS- Contract for Services with Harmony at Home for the 2026-27 School Year.

Recommendation

The District Administration recommends that the Board approve the Memorandum of Understanding with Harmony at Home and Pacific Grove Middle School for the 2026-27 School Year.

Background

Harmony at Home has worked with Pacific Grove Middle School for the past two years to help bullying prevention.

Information

Harmony at Home is a service that we would like to continue to use to help educate, lead, and support our students, staff, and parents regarding bullying prevention. Harmony at Home will provide one or more Bullying Prevention Coach/Specialist trained in various techniques and de-escalation tactics with The Welcoming Schools Curriculum to support PGUSD.

Fiscal Impact

2026/27 ▾

(None) No Fiscal Impact



PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT Harmony at Home

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Jason Tovani

FUNDING SOURCE No cost to the district

AGREEMENT TOTAL AMOUNT \$0

IS THIS A PRIOR YEAR VENDOR CONTRACT?

- ☒ Yes
☐ No

If yes, did the vendor perform to the standards outlined in their prior year contract?

- ☒ Yes
☐ No (If no, explain):

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 Harmony at Home ("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 Bullying Prevention Coaches/Specialists. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to provide and educate the staff, students, and parents with techniques, trainings, awareness, and education on how to navigate bias-based bullying issues and situations that target LGBTQ+ community,.

2. **Term:** Consultant shall commence providing services under this Agreement on Aug 13, 2026 , and will diligently perform as required and complete performance by May 31, 2027 .

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. The 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: Josh Jorn
Assistant Superintendent/CBO

Consultant

Name: Harmony at Home
Address: 9 W Gabilan St
City/State/Zip: Salinas, CA 93901
Business Phone: 831-272-6644
Email (Optional): joaquin@harmony-at-home.org

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

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

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

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

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

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

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

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

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

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

- ☐ DOJ Clearance Previously Received by District
- ☐ Consultants will be fingerprinted through the District upon contract approval and prior to services rendered
- ☒ 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: 501-C non-profit organization

**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

(Signed AFTER Board approval)

(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: Apple

Name: _____

Title: _____

Date: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

- ☐ Contracted work was not assigned using the 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 13, 2026

Presenter(s)

Jason Tovani
PGMS Principal

Item

PGMS- Contract for Services with Ohana, which is a department of the Community Hospital of the Monterey Peninsula.

Recommendation

The District Administration recommends that the Board approve the Contract for Services and Memorandum of Understanding with Ohana and Pacific Grove Middle School.

Background

Ohana has worked with Pacific Grove Middle School for the past three years to help our families, students, and staff with Social Emotional Learning with the help of licensed therapists.

Information

Ohana is a vital service that we would like to continue to have to help, promote, and educate mental fitness skills, mental health education, community circles per teacher request focusing on social emotional learning, building relationships, increasing empathy, and overall connectedness between staff and students. Ohana will provide one or more licensed therapists to work with Pacific Grove Middle School.

Fiscal Impact

2026/27 ▾

(None) No Fiscal Impact



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

CONSULTANT Ohana , Department of Community Hospital of the Monterey Peninsula

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Jason Tovani

FUNDING SOURCE N/A

AGREEMENT TOTAL AMOUNT \$0

IS THIS A PRIOR YEAR VENDOR CONTRACT?

- ☒ Yes
☐ No

If yes, did the vendor perform to the standards outlined in their prior year contract?

- ☒ Yes
☐ No (If no, explain):

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 Ohana , Department of Community Hospital of the Monterey Peninsula ("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 service and resource to provide mental health education.. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to a licensed therapist to help the staff, students, and families with mental health education and resources.

2. Term: Consultant shall commence providing services under this Agreement on Aug 14, 2026 , and will diligently perform as required and complete performance by May 31, 2027 .

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. The 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
Hospital of the Monterey Peninsula

435 Hillcrest Avenue

Pacific Grove, CA 93950

ATTENTION: Josh Jorn

Assistant Superintendent/CBO

Consultant

Name: Ohana , Department of Community

Address:  Place

City/State/Zip:

Business Phone:

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
- ☐ Consultants will be fingerprinted through the District upon contract approval and prior to services rendered
- ☒ 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

(Signed AFTER Board approval)

(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: Jason Tovani

Name: _____

Title: _____

Date: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

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

Signature: _____
Chief Human Resources Officer

Date: _____

MEMORANDUM OF UNDERSTANDING OHANA PREVENTION SERVICES COLLABORATION

This Memorandum of Understanding (this “**MOU**”) is entered into as of August 14, 2026 (the “**Effective Date**”) by and between Pacific Grove Middle School, a public school system (“**Pacific Grove USD**”), and Ohana, which is a department of the Community Hospital of the Monterey Peninsula, a nonprofit corporation incorporated under the laws of the State of California, (“**CHOMP**”) (each of PG Middle School and CHOMP is referred to herein as a “**Party**” and collectively the “**Parties**”).

WHEREAS, CHOMP along with its parent corporation, Montage Health, controls and operates community health clinics and a hospital serving the Monterey County, California Central Coast communities;

WHEREAS, PGUSD, was established in 1885, and encompasses the community of Pacific Grove offering public education to approximately 1899 students and is willing to collaborate with CHOMP to enhance access to certain behavioral health services (*also referred to as “services”*) to Pacific Grove middle school students; and

WHEREAS, the Parties have initiated discussions and coordinated services regarding opportunities for affiliation and collaboration pursuant to which Ohana would assist PGUSD by placing a qualified behavioral health specialist at the PG middle school location (collectively, the “**Collaboration**”); and

WHEREAS, the Parties desire to set forth their mutual intent and understandings regarding the Collaboration and to work together in furtherance of the Collaboration.

NOW, THEREFORE, the Parties intend to proceed as follows:

Purpose. The Parties intend to collaborate to develop and maintain a program by which: (i) Middle school students have a way to obtain social emotional learning group services within the school environment; (ii) the Parties explore opportunities to maximize the availability of and access to services and (iii) the parties shall coordinate services for students who may wish to receive services. This MOU sets forth the understandings of the Parties and the collaborative relationship to advance their mutual goals of improving student access to resources and improving the access to quality and diversity of certain behavioral health services for middle school students at PGUSD. The Parties may also explore additional opportunities and/or partnerships in the delivery of certain services to middle school students.

1. Obligations of Ohana & PGUSD. The Collaboration will involve the placement of licensed therapists or other personnel one day per week at PG Middle School. The Parties envision that the Collaboration will include the following services and resources:

a. Therapist Staffing.

i. Ohana will provide licensed therapist(s) or other personnel having the requisite qualifications and experience to staff onsite services at Pacific Grove middle school. Ohana will facilitate placement and coordination of personnel as needed to support the Collaboration. All Ohana-affiliated therapists or other personnel participating in the Collaboration will be required to complete all required privacy training and certifications annually, prior to and during participation.

ii. Pacific Grove Middle School will make Middle School facilities, administrative and faculty staff available to coordinate services provided under this MOU at PG Middle School and provide a safe and secure environment on which to perform services in a confidential and discreet manner as required to meet all applicable laws and education code requirements. PG Middle School will be responsible for obtaining all permissions required from parents or guardians of students.

b. Services.

- Mental fitness skills groups for self-selected students
- Presentations to all students focused on mental health education
- Presentations to school staff on topics pertaining to youth mental health
- Community circles in individual classes per teacher request focusing on social & emotional learning (SEL), building relationships, increasing empathy, and overall connectedness between staff and students
- Per admin request, attendance at school events to promote mental wellness (e.g. back to school night, wellness fairs, etc.)

c. PG Middle School. Shall work cooperatively with Ohana to facilitate

- Coordination with Ohana staff regarding student participation
- Space for groups/presentations to occur
- Electronic devices to help deliver information (e.g. View Sonic, etc.)
- Occasional printing and office supplies for groups
- A school staff member to provide guidance and to conduct safety protocol when a situation of risk is identified by the Ohana therapist in one of the students participating
- A review of safety procedures at each school site for visiting Ohana staff

d. Compensation. The Parties understand the services provided by Ohana/CHOMP are being funded by Ohana and other than the obligations outlined herein there shall be no actual monetary compensation or consideration to either party for the services. This Collaboration is contingent upon continued funding in Ohana's operating budget.

2. Term and Termination. This MOU shall commence on the Effective Date and continue in effect for as long as funding continues, unless sooner terminated by either Party. Either Party may terminate this MOU, at any time for any reason without penalty or liability, by giving thirty (30) days prior written notice to the other Party.

3. Confidential Information.

a. Except as required by applicable law, in connection with the Collaboration, each Party acknowledges that it may have access to confidential information relating to the other Party and any of their departments, agencies, parents, subsidiaries of all levels, sister organization and affiliates (collectively, “Affiliates”) whether written or verbal, including business plans, marketing plans, trade secrets, know-how, data, contracts, documents, scientific and medical concepts, patient lists, costs, financial information, existing or future services, products, operations, management, pricing, financial status, goals, strategies, objectives, agreements or other proprietary information relating thereto (“***Confidential Information***”). Each Party shall keep and maintain in strict confidence all Confidential Information of the other Party and shall not use, reproduce, distribute or disclose any such Confidential Information unless specifically authorized in writing by the other Party. Neither Party shall have any proprietary interest in any materials derivative of the other Party’s Confidential Information.

b. The restrictions on the disclosure of Confidential Information set forth in this Section 3 shall not apply with respect to information which becomes generally available to the public (other than as a result of a disclosure in violation of this Section), was available to the Party on a non-confidential basis prior to its disclosure to such Party pursuant to this MOU, is independently developed by a Party, becomes known to a Party from an independent source having the right to disclose such information without breach of this MOU or which is required to be disclosed by law.

c. Unless a Party receives the written consent of the other Party to do otherwise, each Party shall destroy or restore all copies of the other Party’s Confidential Information in its possession or under its control within ten (10) days of the termination or expiration of this MOU.

d. This Section shall survive the expiration or termination of this MOU.

4. Use of Names. Neither Party may use the name, logo or corporate identity of the other for any purpose without the prior written consent of the entity whose name, logo or corporate identity is proposed to be used; provided, however, that nothing herein shall prohibit use associated with the supply of services to students, notification of parents or other legal requirements in conjunction with the Collaboration.

5. Legal Requirements. The implementation of any provision in this MOU, including the exchange of any Confidential Information, shall not include any action which the legal counsel of either Party determines, in good faith and relying on substantial legal authority, will violate or create substantial risk of violating any of (i) the state or federal antitrust laws; (ii) state or federal laws and regulations imposed upon tax-exempt entities; (iii) binding and enforceable contracts to which either is a party; or (iv) any other state or federal law which governs the activities of either Party. Each Party is excused from engaging in any such action and the Parties agree to seek mutually acceptable alternatives to assure objectives of this MOU.

6. Independent Parties. This Agreement does not create any agency, partnership, or joint venture, and the parties are and remain at all times independent contractors and not agents or

employees of the other party. Each Party shall hold the other party harmless for the actions of their own employees or organizations.

7. Binding Effect. This MOU does not create or constitute any legally binding obligations by or between the Parties, and no Party will have any liability to the other Party with respect to the terms of this MOU. Each Party acknowledges that it will not take action or refrain from taking action in reliance on any provisions of this MOU, and that any such reliance would be at its own risk. No subsequent oral agreement or consent of the Parties will be deemed to impose any such additional obligations or liability. The Parties are at all times, “independent parties” and neither party shall be liable for the actions or omissions of the other Party.

8. Governing Law. This MOU shall be governed by California law, without giving effect to the conflict of laws principles thereof. Each of the Parties consents to the exclusive jurisdiction of the state courts in the County of Monterey, California and the federal courts in the Northern District of California with respect to any dispute arising under or in relation to this MOU.

9. Counterparts. This MOU may be executed and delivered in counterparts, including by facsimile transmission, each of which will be deemed to be an original copy hereof and all of which, when taken together, will be deemed to constitute one and the same instrument.

In witness whereof, each Party has caused this MOU to be executed on its behalf by its duly authorized officer.

**Ohana, a department of Community
Hospital of the Monterey Peninsula
(CHOMP)**

Pacific Grove Middle School

By: _____

By: _____

Date: _____

Date: _____

Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 13, 2026

Presenter(s)

Yolanda Cork-Anthony
Executive Director of Student Services

Item

Contract for Services with Amergis Healthcare Staffing, Inc. (2026-27 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 and two Behavior Technicians while we continue to fill the vacant positions, on an as-needed basis.

Information

Due to staffing shortages, Amergis Healthcare Staffing, Inc. will provide a Speech and Language Pathologist and two Behavior Technicians for our district as needed. These services will include specialized support to students requiring services according to their Individual Education Plans (IEPs).

Fiscal Impact

The Speech and Language Pathologist will work 7 hours a day, 3 days a week for 12 weeks at \$125/hr. Total \$31,500.

Two Behavior Technicians who will work 6.5 hours a day, 5 days a week for the full school year. Total \$123,500

Total Budgeted: \$155,000

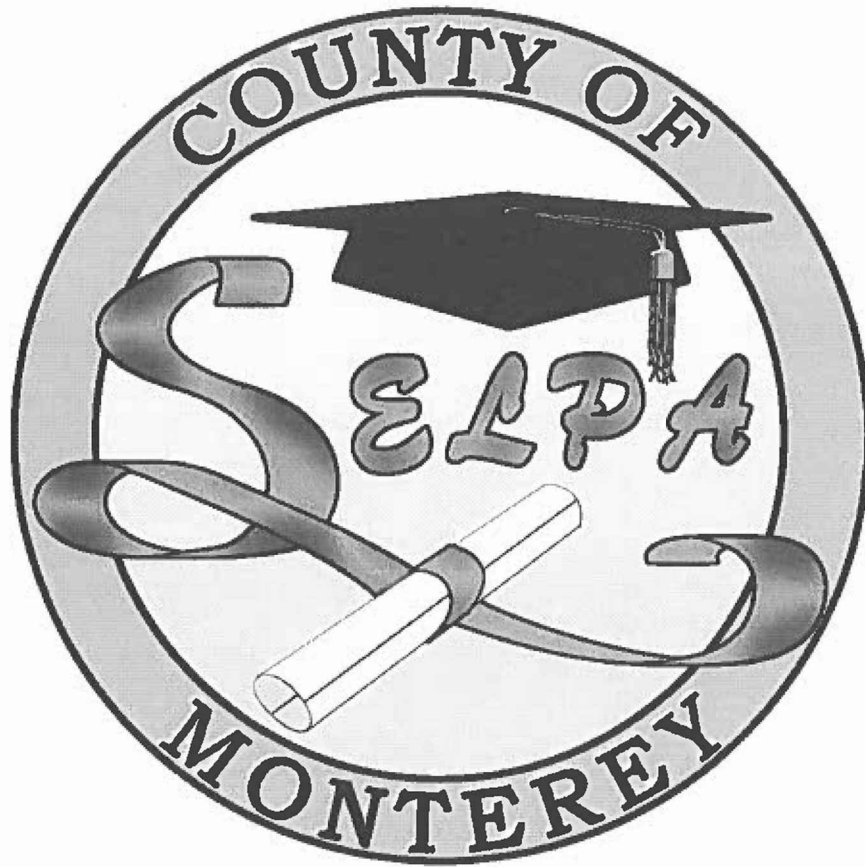
2026/27 ▾

(01) General Fund ▾

Program/Grant

Special Education, Resource code: 6500 and 6547

Monterey County
Special Education Local Plan Area



**NONSECTARIAN, NONPUBLIC
SCHOOL/AGENCY SERVICES**

MASTER CONTRACT

2026-2027

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

CONTRACTOR (NPS/A): Amergis Healthcare Staffing

LOCAL EDUCATION AGENCY: Montealegre County SELPA

CONTRACT YEAR: 2026-2027

_____ 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.

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NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2026, 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, AND 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, 2026 to June 30, 2027 (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, 2027 (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

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of

student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

To terminate the Master 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. 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 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 year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. 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. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. 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 or ISA, 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 sections 49000, *et seq.*, 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 state and federal law and 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.

Emergency interventions are those interventions used with a student during the time they present a serious, dangerous behavior that staff has determined to be present a clear and present danger to self or others, which requires a non-violent physical intervention to protect the safety of student, self, or others that cannot be prevented by use of a less restrictive technique. 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 intervention is used ; or when 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. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting

behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

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;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;
9. 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 staff member'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. Use prone restraint, including but not limited to prone containment.
6. 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.

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

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, AND 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.

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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.); 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; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below.

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; 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. 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, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil's IEP, to evaluate the pupil's health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the "Local Educational Agency Onsite Visit for Nonpublic School" form developed and published by the department on CDE's internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

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 student(s) placed by the LEA, 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 employees.

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 their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's 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 CONTRACTOR shall implement LEA student's 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.

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

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, 2026, and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR

LEA

Amergis Healthcare Staffing
Nonpublic School/Agency
 By: Signed by:
Austin Koehn 21-May-26
Signature Date
 Austin Koehn Assistant Controller
Name and Title of Authorized Representative

Monterey County SELPA
LEA Name
 By: Signature Date
Kenyon Hopkins 6/17/26
 Kenyon Hopkins, SELPA Executive Director
Name and Title of Authorized Representative

Notices to CONTRACTOR shall be addressed to:

Notices to LEA shall be addressed to:

Victoria Land, Business Development Manager
Name and Title
Amergis Healthcare Staffing
Nonpublic School/Agency/Related Service Provider
 735 Tank Farm Road, Suite 220
Address
 San Luis Obispo CA 93401
City State Zip
 805-858-9742 N/A
Phone Fax
 viland@amergis.com
Email

Monterey County SELPA
Name and Title
LEA
 901 Blanco Circle
Address
 Salinas, CA 93901
City State Zip
 (831) 755-0342
Phone Fax
 selpa@montereycoe.org
Email

**Additional LEA Notification
 (Required if completed)**

Name and Title
Address
City State Zip
Phone Fax
Email

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 A: 2026-2027 RATES

4.1 RATE SCHEDULE FOR CONTRACT YEAR
Amergis Healthcare Staffing

The CONTRACTOR: _____

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>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____

<u>Interpreter Services (715)</u>		
<u>Audiological Services (720)</u>		
<u>Specialized Vision Services (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Specialized Orthopedic Services (740)</u>		
<u>Reader Services (745)</u>		
<u>Transcription Services (755)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		
<u>College Awareness (820)</u>		
<u>Work Experience Education (850)</u>		
<u>Job Coaching (855)</u>		
<u>Mentoring (860)</u>		
<u>Travel Training (870)</u>		
<u>Other Transition Services (890)</u>		
<u>Other (900)</u>		
<u>Other (900)</u>		

EXHIBIT B: 2026-2027 ISA

**INDIVIDUAL SERVICES AGREEMENT (ISA)
FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2026 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, 2027, 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 () _____ (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)							

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				
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)							
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)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							

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				
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS \$ _____

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 13, 2026

Presenter(s)

Yolanda Cork-Anthony

Executive Director of Student Services

Item

Contract for Services with Tucci Learning Solutions (2026-27 SY).

Recommendation

The District Administration recommends that the Board review and approve the contract with Tucci Learning Solutions.

Background

The Monterey County Special Education Local Plan Area (SELPA) holds the Master Contract with Tucci Learning Solutions for all county districts that may require their services. The District's Board Certified Behavior Analyst (BCBA) is currently on leave, creating a temporary need for coverage of the position. Tucci Learning Solutions shall provide a qualified Board Certified Behavior Analyst (BCBA) to conduct assessments, write reports, attend IEP meetings, and provide services to students during our employee's leave of absence.

Information

Tuccy Learning Solutions will provide a Board Certified Behavioral Analyst (BCBA) for our district. These services will include specialized support to students requiring services according to their Individual Education Plans (IEPs).

Fiscal Impact

\$142 per hour for 6 hours a day, for 180 days for the school year.

Total budgeted \$155,000.

2026/27 ▾

(01) General Fund ▾

Program/Grant

Special Education, Resource code: 6500

Monterey County
Special Education Local Plan Area



**NONSECTARIAN, NONPUBLIC
SCHOOL/AGENCY SERVICES**

MASTER CONTRACT

2026-2027

GENERAL AGREEMENT FOR NONSECTARIAN, NONPUBLIC SCHOOL AND AGENCY SERVICES

CONTRACTOR (NPS/A): Tucci Learning Solutions

LOCAL EDUCATION AGENCY: Monterey County SELPA

CONTRACT YEAR: 2026-2027

☐ Nonpublic School

☒ Nonpublic Agency

Type of Contract:

- ☒ 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.

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NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES MASTER CONTRACT

GENERAL PROVISIONS

1. MASTER CONTRACT

This Master Contract (or "Contract") is entered into on July 1, 2026, between Monterey County SELPA, hereinafter referred to as the local educational agency ("LEA"), and Tucci Learning Solutions (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, AND 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, 2026 to June 30, 2027 (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, 2027 (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

CONTRACTOR or LEA may terminate this Master Contract or an ISA for cause. "Cause" shall not include the availability of a public class initiated during the period of the contract or student behaviors known to CONTRACTOR at the time of student's placement, unless the parent and LEA agree to a change of

student's placement at an IEP team meeting, or pursuant to lawful order from an administrative agency or court of competent jurisdiction.

To terminate the Master 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. 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 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 year calendar with the total number of billable days not to exceed one hundred and eighty (180) days for the regular school year, plus twenty (20) extended school year billable days or the equivalent number of days as the LEA's extended school year calendar, if different. 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. CONTRACTOR must submit any calendar changes to LEA in writing at least ten (10) business days prior to proposed change in order to be eligible for payment based upon the new calendar, if approved. 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 or ISA, 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 sections 49000, *et seq.*, 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 state and federal law and 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.

Emergency interventions are those interventions used with a student during the time they present a serious, dangerous behavior that staff has determined to be present a clear and present danger to self or others, which requires a non-violent physical intervention to protect the safety of student, self, or others that cannot be prevented by use of a less restrictive technique. 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 intervention is used ; or when 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. A behavior emergency report form must be completed and submitted to the LEA within twenty-four (24) hours for administrative action. CONTRACTOR shall also notify Parent within twenty-four (24) hours via telephone. If the student's IEP does not contain a BIP, CONTRACTOR shall schedule with LEA an IEP meeting within two (2) days to review the behavior emergency report, determine if there is a necessity for a functional behavioral assessment, and to determine an interim plan. If applicable, the IEP team shall document the reasons for not conducting the functional behavioral assessment, not developing an interim plan, or both. If the student already has a BIP, and the incident involved a previously unseen or new serious behavior, or if preexisting

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behavioral interventions in the BIP were ineffective, CONTRACTOR shall schedule with LEA an IEP meeting to review and determine the need to modify the BIP.

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;
5. restrictive interventions that employ a device, material, or objects that simultaneously immobilize all four extremities;
6. prone restraint;
7. locked seclusion, unless it is in a facility otherwise licensed or permitted by state law to use a locked room;
8. an intervention that precludes adequate supervision of the individual;
9. 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 staff member'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. Use prone restraint, including but not limited to prone containment.
6. 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.

If CONTRACTOR is an NPS, CONTRACTOR shall ensure private and confidential communication, including telecommunication, between a pupil of the NPS and members of the pupil's IEP team and the CDE's Constituent Services Office, at the pupil's discretion.

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, AND 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.

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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.); 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; and shall submit to all monitoring requirements specific to out-of-state NPS contractors set forth in Education Code 56366.1 and Section 43 below.

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; 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) and (k) as applicable. This review will address programmatic aspects of the NPS, compliance with relevant state and federal regulations, and Master Contract compliance, as well as pupil perceptions, progress, and concerns, as required by law. 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, a walkthrough of the facility, and, for a pupil placed in an NPS located outside of California, an in-person interview with the pupil, in a manner consistent with the pupil’s IEP, to evaluate the pupil’s health and safety. The LEA or SELPA shall report the findings resulting from the monitoring visit to the CDE, using the “Local Educational Agency Onsite Visit for Nonpublic School” form developed and published by the department on CDE’s internet website, including additional findings required by the CDE specific to NPS located outside California, if applicable, within 60 calendar days of the onsite visit.

If CONTRACTOR is an NPS located outside of California, the LEA or SELPA shall conduct at least quarterly check-ins with a pupil placed by the LEA pursuant to a master contract, through an unmonitored telephone call, in a manner consistent with the pupil's IEP.

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 student(s) placed by the LEA, 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 employees.

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 their regular attendance, until an alternative placement can be found and CONTRACTOR shall implement LEA student's 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 CONTRACTOR shall implement LEA student's 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.

64. PAYMENT FOR ROOM AND BOARD

When CONTRACTOR is an NPS associated with an RTC (NPS/RTC), CONTRACTOR shall be eligible for Room and Board payments on dates that the student was actually in attendance and received Room and Board services, payable for up to a maximum of 365 billable days or 366 days during a leap year, which may include a maximum of ten (10) days per Contract year when the student's bed is unoccupied due to home visits of a therapeutic nature, unless otherwise mutually agreed upon by CONTRACTOR and LEA. Any payment for additional days in special circumstances, such as a student's hospitalization or extended home visits exceeding ten (10) days in a Contract year, requires prior written approval from both the LEA and the CONTRACTOR.

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, 2026, and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided herein.

CONTRACTOR**LEA**
Tucci Learning Solutions
Nonpublic School/Agency

By:  7/13/26
 Signature Date

Claire Rodrock, Contract Manager
Name and Title of Authorized
Representative

Monterey County SELPA
LEA Name

By:  7/14/26
 Signature Date

Kenyon Hopkins, SELPA Executive Director
Name and Title of Authorized
Representative

Notices to CONTRACTOR shall be addressed to:
Notices to LEA shall be addressed to:

Name and Title
Tucci Learning Solutions
Nonpublic School/Agency/Related Service Provider
3180 Imjin Rd. Suite 149
Address
Marina, CA 93933
City State Zip
(831) 786-0600 (831) 786-0644
Phone Fax
crodrock@tuccionline.com
Email

Name and Title
Monterey County SELPA
LEA
901 Blanco Circle
Address
Salinas, CA 93901
City State Zip
(831) 755-0342
Phone Fax
selpa@montereycoe.org
Email

Additional LEA Notification
(Required if completed)

Name and Title
Address
City State Zip
Phone Fax
Email



Service Rates: Effective 7/1/2026

Services:

Rates:

Clinical Consultation	\$175.00 per hr
Behavior Analyst (BCBA/ BCaBA)	\$142.00 per hr
Coordinator of Services	\$85.00 per hr
Coach	\$68.00 per hr
Behavior Specialist IIA	\$57.00 per hr
IEP Prep and Attendance (up to 10 hrs <i>per</i> IEP)	\$79.00 per hr

Other Services Available:

Functional Behavior Assessment (FBA) (up to 30 hrs total- Includes CLRA)	\$142.00 per hr
---	-----------------

Tucci Learning Solutions, Inc.

3180 Imjin Rd. Suite 149, Marina, CA 93933 ♦ (831) 786-0600 ♦ FAX (831) 786-0644

EXHIBIT A: 2026-2027 RATES**4.1 RATE SCHEDULE FOR CONTRACT YEAR****Tucci Learning Solutions**

The CONTRACTOR: _____

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>	_____	_____
<u>Specialized Services for Low Incidence Disabilities (610)</u>	_____	_____
<u>Specialized Deaf and Hard of Hearing (710)</u>	_____	_____

<u>Interpreter Services (715)</u>		
<u>Audiological Services (720)</u>		
<u>Specialized Vision Services (725)</u>		
<u>Orientation and Mobility (730)</u>		
<u>Specialized Orthopedic Services (740)</u>		
<u>Reader Services (745)</u>		
<u>Transcription Services (755)</u>		
<u>Recreation Services, Including Therapeutic (760)</u>		
<u>College Awareness (820)</u>		
<u>Work Experience Education (850)</u>		
<u>Job Coaching (855)</u>		
<u>Mentoring (860)</u>		
<u>Travel Training (870)</u>		
<u>Other Transition Services (890)</u>		
<u>Other (900)</u>		
<u>Other (900)</u>		

EXHIBIT B: 2026-2027 ISA

**INDIVIDUAL SERVICES AGREEMENT (ISA)
FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES**
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2026 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, 2027, 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: _____

Address _____ (Last) _____ (First) _____ (M.I.) _____ City _____ State/Zip _____

DOB _____ Residential Setting: ☐ Home ☐ Foster ☐ LCI # _____ ☐ OTHER _____

Parent/Guardian _____ 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)							

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				
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)							
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)J							
Other (900)							
Transportation-Emergency b, Transportation-Parent							
Bus Passes							

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				
Other							

ESTIMATED MAXIMUM RELATED SERVICES COSTS _____

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 13, 2026

Presenter(s)

Yolanda Cork-Anthony
Executive Director of Student Services

Item

Contract for services with Mindful Behavior Supports, LLC.

Recommendation

The District Administration recommends that the Board review and approve the Contract for Services with Mindful Behavior Supports, LLC.

Background

Inclusive Practices builds a culture that promotes equity, inclusion and belonging. Mindful Behavior Supports, LLC. takes a student and child-centered approach to tailor individualized supports to meet the unique needs of each and every learner. They foster agency in their learners so they can be a part of their treatment, goals and growth.

A student attending PGUSD has an Individualized Education Program (IEP) that requires additional support for school personnel focused on inclusive practices.

Information

Mindful Behavior Supports, LLC will utilize the most effective available practices to improve the learning and behavior of students with or without disabilities within inclusive general education environments. This is achieved through training sessions, observation, consultation, coaching and providing services that will include specialized support to students requiring services according to their Individual Education Plans (IEPs).

Fiscal Impact

\$150 per hour. Not to exceed \$8,000

2026/27 ▾

(01) General Fund ▾

Program/Grant

Special Education, resource code: 6500



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

CONSULTANT Mindful Behavior Supports, LLC

SITE/DEPARTMENT Student Services/Special Education

SUBMITTED BY Yolanda Cork-Anthony, Executive Director of Student Services/Special Education

FUNDING SOURCE Special Education General Fund

AGREEMENT TOTAL AMOUNT \$8,000 (\$150 per hour)

IS THIS A PRIOR YEAR VENDOR CONTRACT?

- ☒ Yes
☐ No

If yes, did the vendor perform to the standards outlined in their prior year contract?

- ☒ Yes
☐ No (If no, explain):

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 Mindful Behavior Supports, LLC ("Consultant") (together, "Parties").

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

those persons are specially trained and experienced and competent to perform the special services required; and

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

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

NOW, THEREFORE, the Parties agree as follows:

1. Services and/Scope of work: The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a consultant to school personnel focused on inclusive practices . Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to training sessions, observation, consultation, coaching and providing services that will include specialized support to students requiring services according to their Individual Education Plans (IEPs).

2. Term: Consultant shall commence providing services under this Agreement on Aug 1, 2026 , and will diligently perform as required and complete performance by Jun 30, 2027 .

3. Compensation: District agrees to pay \$8,000 (\$150 per hour) to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$8,000 (\$150 per hour) 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. The 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: Josh Jorn

Consultant

Name: Mindful Behavior Supports, LLC
Address: 8160 Glen Arbor Road
City/State/Zip: Ben Lomond, CA 95005
Business Phone: 732-616-6021

Assistant Superintendent/CBO

Email: julie.dicocco@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

(Signed AFTER Board approval)

(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: Yolanda Cork-Anthony, Executive Director of Student Services/Special Education

Name: _____

Title: _____

Date: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

- ☒ Contracted work was not assigned using the 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 13, 2026

Presenter(s)

Yolanda Cork-Anthony

Executive Director of Student Services

Item

Memorandum of Understanding (MOU) – Carmel Unified School District (CUSD) – Special Day Classes (2026-27 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

Tuition total	\$102,069.45
Tuition ESY total	\$12,760.33
Speech Therapy	\$114.82 an hour
Occupational Therapy	\$114.82 an hour

2026/27 ▾

(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, 2026 and ending June 30, 2027. 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;



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- 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



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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



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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



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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



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- 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 _____, 2026

Pacific Grove Unified School District
LEA OF OPERATION

By:

Dr. Linda Adamson
Typed or Printed Name

Signature

Superintendent
Title

Date

Carmel Unified School District
LEA OF RESIDENCE

By:

Sharon Ofek
Typed or Printed Name

Signature

Superintendent
Title

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, 2026 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 [REDACTED]
2. The district of operation will provide the following services:

Service	Frequency/Duration	Projected Cost
Special Class: SDC Classroom Robert Down	Weekly 1365 mins.	\$51,035.25
Related Service: Speech Therapy	Monthly 180 mins (\$114.82/hr)	\$3,444.53
Related Service: Occupational Therapy	Monthly 90 mins (\$114.82/hr)	1,722.26
Extended School Year (ESY)	20 days 4 hours a day	\$6,380.16
ESY Related Service: Speech Therapy	Monthly 90 mins (\$114.82/hr)	\$172.23
ESY Related Service: OT	Monthly 60 mins (\$114.82hr)	\$114.82r
TOTAL COSTS		\$62,869.25

3. The district of operation shall provide the services set forth in item 2 beginning 08/05/2026.
4. This ISA shall terminate upon:
 - ☐ End of regular school year on May 30, 2027
 - ☒ End of extended school year on June 30, 2027

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, 2026 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 [REDACTED]
2. The district of operation will provide the following services:

Service	Frequency/Duration	Projected Cost
Special Class: Adult Transition Program	Weekly 1200 mins.	\$51,034.73
Related Service: Speech Therapy	Monthly 120 mins (\$114.82/hr)	\$2,296.35
Related Service: Occupational Therapy	Monthly 90 mins (\$114.82/hr)	\$1,722.26
Related Service: Intensive Individualized Service	Weekly 2100 mins, across all settings	\$77,833.31
Special Class: ATP Extended School Year	20 days 4 hours a day	\$6,380.16
ESY Related Service: Speech Therapy	Monthly 60 mins (\$114.82/hr)	\$114.82
ESY Related Service: Occupational Therapy	Monthly 45 mins (\$114.82/hr)	\$86.12
ESY Related Service: Intensive Individualized Service	20 days, 4.5 hrs/day. Across all settings.	\$3,939.20
TOTAL COSTS		\$143,406.95

3. The district of operation shall provide the services set forth in item 2 beginning 08/05/2026.
4. This ISA shall terminate upon:

- ☐ End of regular school year on May 30, 2027
☒ End of extended school year on June 30, 2027

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

Board Cover Sheet

Consent ▾

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

Meeting Date

Aug 13, 2026

Presenter(s)

Buck Roggeman

Chief Human Resources Officer

Item

Memorandum of Understanding (MOU) – Pacific Grove Unified School District (PGUSD) & National University (NU) – Establish a Teacher Intern Agreement

Recommendation

The District Administration recommends that the Board review and approve the Memorandum of Understanding with National University to establish a teacher intern agreement.

Background

Pacific Grove Unified School District occasionally places student interns in the District. This MOU establishes a teacher intern agreement with National University which is required for the placement of a teacher intern in our District.

Information

Teacher interns differ from student teachers in that they are employees of the District whereas student teachers are not. The interns are completing the credentialing process while they are holding a teaching position. They are probationary 0 (zero) employees which means that they cannot advance directly from intern status to permanent status without first completing one year of service under their preliminary credential.

Fiscal Impact

N/A



PAID INTERNSHIP CREDENTIAL PROGRAM MEMORANDUM OF UNDERSTANDING

This Agreement, effective as of the date of last signature, made by and between National University, a California non-profit public benefit corporation (the "University") and Pacific Grove Unified School District, which is located at 435 Hillcrest Ave., Pacific Grove, CA 93950-4900, USA, who have partnered for the purpose of providing contractual services for students, or state-supported TK-12 educational service unit, ("Institution"), with reference to the following facts:

RECITALS

- A. University is accredited by WASC Senior College and University Commission (WSCUC). University has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (the "CTC") to offer the following internship credential programs (each, a "Program"): Inspired Teaching and Learning, Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology;
- B. California Education Code Sections 44452 and 44321 authorize a public school institution, charter school or county office of education in cooperation with an approved college or University to establish an internship program meeting the provisions of applicable California statutes and CTC regulations. Institution is either a public school institution (or state-supported TK-12 educational service unit), charter school, or county office of education and University is an approved University within the meaning of Ed Code Section 44452; and
- C. Institution and University wish to partner to deliver services in support of the Programs that meet the regulations and standards of CTC and University policy. Attached as "Exhibit A" to this Agreement and incorporated herein by this reference is a list of the Programs that Institution and University will be supporting through this partnership.

TERMS AND CONDITIONS

1. Term. The term of this Agreement shall commence as of the Effective Date above and shall continue until terminated in accordance with the terms and conditions in this Agreement. Either party may terminate this Agreement for any reason or no reason at all upon thirty (30) days written notice. All Interns placed with Institution and who are in good standing with Institution and University as of the date of termination of this Agreement shall be permitted to complete their internship experience with Institution.
2. Interns and Placement. University interns are students that are certified as qualified and competent by University to provide intern services to Institution and may, at Institution's discretion, be accepted and assigned to Institution's schools to provide services as interns (each, an "Intern"). University and Institution shall coordinate the process of selection and placement of Interns. The University reserves the right to make the final determination of any Intern's acceptance into the Program, and approval of potential placement, while Institution reserves the right to make the final determination on any Intern's employment. Neither University nor Institution shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law. Intern(s) must remain at the Institution addressed herein for the duration of their Program, except when: (a) University terminates an Intern's assignment at Institution; (b) agreed upon in writing between University and Institution; or (c) when an Intern is terminated by Institution for cause (e.g., an Intern's misconduct, layoff).
3. Program Requirements. Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
 - a. Recommendation to a Program by an Institution designee.
 - b. Interview and screening by Institution staff, including a background check, Institution administrator interview and paper screening, Department of Justice/FBI fingerprint clearance, and a baccalaureate degree from an accredited Institution.
 - c. Interview and screening by University staff, and verification of coursework and prior experience with TK-12 students in a multicultural, multilingual setting.
 - d. Orientation meeting with a Credential Program Specialist, the University Support Provider/Supervisor faculty member for the Program.



- e. Evidence of basic skills met by Bachelor's Degree and verification of subject matter competence by completion of an approved program or passage of the CSET.
 - f. University Catalog requirements met including Special Education and Teacher Education programs virtual classroom/school placements will not be approved. Placement policies by program provided below.
 - g. All service preconditions required by the CTC shall have been met.
4. Institution Reimbursement. University shall reimburse the Institution for supervision of an eligible Program at the completion of each semester or quarter. Institution shall submit an invoice based on generated report received from the University Honorary Specialist. Honorary eligibility and the honorary amounts provided for supervision of University Intern(s) in an eligible Program are as set forth in "Exhibit A" attached hereto and incorporated herein by this reference. Notwithstanding, in no event shall the total honorary amount for supervision per Intern exceed six hundred (\$600.00). Upon receipt of invoice correlating to the University's Honorary Specialist report, University shall pay the Institution within thirty (30) days following the date the Institution's invoice is received.
5. Insurance. The Institution and the University will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 (one million dollars) for each occurrence and \$2,000,000 (two million dollars) in the aggregate, with no exclusion for molestation or abuse. The Parties will provide proof of such insurance upon execution of this Agreement to each other. For purposes of this Agreement, each of the Parties will provide workers' compensation insurance coverage for their own employees.
6. Intern Employment Status. Interns shall be Institution employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.
7. Reservation of Right to Payment. Pursuant to Education Code Section 44462, Institution reserves the right to request an adjustment of any Intern's salary to cover supervision services pursuant to this Agreement.
8. Non-Displacement of Certificated Employees. Pursuant to CTC requirements, upon request Institution shall provide written certification to University that each Intern placed with Institution has not displaced a certificated Institution employee, which shall enable University to verify to CTC that all statutory and CTC requirements have been met.
9. Teacher and Special Education Intern Support.
- a. To support Education Credential Interns, Institution and University will each provide a qualified supervisor to assist each Intern in a Program. Institution supervisors are called Site Support Providers ("SSP"). University supervisors are called University Support Providers ("USP"). Institution SSP will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by observing lessons with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. A minimum of two hours of support / mentoring and supervision must be provided to an intern every five instructional days.
 - b. SSP shall hold a valid Clear or Life Credential in the content area for which they are providing supervision, three years of successful teaching experience, hold a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or valid bilingual authorization issued pursuant to section 80015.1, and must have demonstrated exemplary teaching practices.
 - c. SSP must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments. For Teacher Education and Special Education support, SSP orientation may include a minimum of 10 hours of initial orientation provided through the University, with waivers possible for documented prior professional development. The program curriculum provides effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the Teaching Performance Expectations (TPEs) and the California Teaching Performance Assessment (Cal TPA) or Educational Specialist California Teaching Performance Assessment (EdSp CalTPA). The orientation will include specific Literacy requirements for all candidates, pursuant to SB488, including the CA Dyslexia Guidelines: <https://www.cde.ca.gov/sp/se/ac/documents/cadyslexiaguidelines.PDF>
 - d. SSP and USP will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
 - e. SSP and USP will meet without the Intern to discuss the Intern's progress, as needed.



- f. Concurrent with an Intern's experience at Institution, University will hold program orientation seminars for Interns and stated-approved training seminars for SSP. University representatives will review supervising techniques, establish procedures for conducting observations and provide assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to SSP.
- g. Institution will include Interns in appropriate Institution support programs and regularly scheduled staff development activities.
- h. Institution will designate a liaison, to ensure supervision and support assistance is provided to Interns at a minimum of 2 hours a week while employed as the teacher of record.
- i. Institution and University will share supervision and ongoing support requirements totaling a minimum of 144 hours per school year. Interns without English Language Authorization must receive 45 hours of focused English Language instruction support per school year; (b)(5)(B) requires the employer to identify and individual with EL authorization who will be immediately available to assist an intern teacher who does not yet hold EL authorization. USP will monitor the completion of employer-provided support via an Intern Support Verification Form to verify the clockwork hours provided by SSP and/or employer support personnel. Forms must be submitted as part of the intern's clinical practice course assignments. Program faculty, program supervisors, and Institution-employed supervisors monitor and support Interns during their progress towards mastering the TPEs.
- j. Employers who hire/place or wish to backdate interns outside National University clinical practice state offerings are required to provide 100% of the state mandated support (4 hours per week of general support, and 1.25 hours of EL specific support if the intern does not hold EL authorization) until the next available start date at which point the USP will provide University support services as noted in article (8.h.).
- k. National University provides Institution-employed supervisors with a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The program ensures that Institution employed supervisors remain current in the knowledge and skills for Intern supervision and program expectations. The training/orientation will include specific Literacy requirements for all candidates, pursuant to SB488 including CA Dyslexia Guidelines: <https://www.cde.ca.gov/sp/se/ac/documents/cadyslexiaguidelines.PDF>.
- l. Institution with interns must have an active fully qualified Credentialed administrator onsite.
- m. University may request use of video capture for Intern reflection and CalTPA, EdSp CalTP, or CalAPA (California Administrator Performance Assessment) completion to reflect to the extent possible Intern's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. Institution shall inform Special Education Credential Interns of video recording policies in place for the CalTPA, EdSp CalTPA, or CalAPA task video capture requirement.
- n. Intern teaching schedule must reflect no less than 80% of each day in the content area of the intended credential, in a traditional, face-to-face classroom. Virtual classroom/school placements will not be approved except in emergency situations subject to University's sole discretion. Transitional Kindergarten (TK) placements are highly discouraged at this time and will require additional faculty approvals.
- o. Interns in Special Education, Teacher Education/Inspired Teaching and Learning (ITL) programs are guided by the current California Teacher Performance Expectations (TPE).
- p. The TPE include, but are not limited to, the teaching of literacy skills as described in TPE 7; specifically, 7.6. Meaning Making, 7.7. Language Development, and 7.8. Effective Expression, as in accordance with PSA 24-01.

10. School Counseling Intern Support

- a. To support Services Credential Interns, Institution and University will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services Credential: School of Counseling.
- b. SSP shall refer to an employee of the Institution holding a valid Pupil Personnel Services or other credential issued by the CTC or equivalent certification recognized by the Institution typically with two (2) or more years' experience as a school counselor.
- c. Clinical practice shall refer to the participation by an Intern in the duties and functions of a school counselor and may include school attendance worker under the direct supervision and instruction of one (1) or more Clinical Practice Supervisors holding a PPS School Counseling Credential.
- d. As required by the CTC, the School Counseling Paid Internship requires a minimum of 800 clock hours field experience. Interns must obtain hours in two (2) out of the three (3) levels (e.g., elementary, middle, and high school) over the 800 clock hours. Interns must have opportunity to gain supervised experience in comprehensive student support systems that provides prevention and intervention services on behalf of students around crisis and trauma, including but not limited to: suicide and homicide risk and assessment and school shootings. Interns must have the opportunity to work with students of diverse backgrounds (150 hours) as part of the 800 clock hours, including socioeconomic disadvantages, English



learners, homeless youth, foster youth; students with disabilities (including Section 504 plans), students experiencing suspension and expulsion from school, sexual minority youth (LGBTQ+), racial and ethnic minorities. See CTC (May 2020) Pupil Personnel Services: School Counseling Preconditions, Program Standards, and Performance Expectations, Page 6 – Fieldwork at

https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/pps-school-counseling-pdf.pdf?sfvrsn=28e552b1_4.

- e. Institution and University shall independently determine the qualifications of their respective supervisors. Interns must meet with their SSP for one (1) hour of individual or one-and-one half (1.5) hours of small group SSP supervision per week. Small groups shall not exceed eight (8) Interns per group.
- f. SSP and USP will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
- g. SSP and USP will meet without the Intern to discuss the Intern's progress, as needed.
- h. Concurrent with an Intern's experience at Institution, Institution may hold Program orientation seminars for Interns. An initial meeting is held with the SSP' training, University representatives to review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, and communicate intern schedules.
- i. Institution will include Interns in appropriate Institution support programs and regularly scheduled staff development activities.
- j. Institution will designate a liaison to ensure supervisory and support assistance to Interns at Institution.
- k. USP will maintain contact with Interns remotely on a regularly scheduled basis to monitor each Intern's progress.
- l. School Counseling Fieldwork Intern Duties (may include, but are not limited to):
 - i. Attend regular supervision sessions with PPS credentialed site supervisor.
 - ii. In collaboration with site supervisor, provide individual counseling to students with social, emotional, and behavioral issues.
 - iii. Be an advocate to all students.
 - iv. Assist with Special Education consultation.
 - v. Collaborate and consult with parents and teachers to provide appropriate referrals.
 - vi. Collaboration with special education teachers and general education teachers in implementing RTI.
 - vii. Review of Special Education/Cumulative Records.
 - viii. Conduct classroom observations in General Ed./Special Ed. classrooms.
 - ix. Attend Individual Educational Plan (IEP) meetings.
 - x. Facilitate Group Counseling sessions.
 - xi. Provide teacher/parent consultation.
 - xii. Design and implement behavioral Interventions.
 - xiii. Participate in Student Study Teams (SST's).
 - xiv. Help provide school-wide positive behavioral intervention support.
 - xv. Provide intervention and consultation activities with students and families from culturally and linguistically diverse backgrounds.
 - xvi. Provide comprehensive school counseling services as required by the American School counseling Association's (ASCA) National Model.

11. School Psychology Intern Support

- a. To support Services Credential Interns, Institution and University will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, Pupil Personnel Services School Psychology, and Administrative Services Programs.
- b. SSP shall refer to an employee of the Institution holding a valid Pupil Personnel Services or other credential issued by the CTC or equivalent certification recognized by the Institution typically with two (2) or more years' experience as a psychologist.
- c. USP shall refer to an employee of the University holding a valid Pupil Personnel Services or other credential issued by the CTC or equivalent certification recognized by the Institution typically with two (2) or more years' experience as a psychologist.
- d. Clinical Practice Assignment shall typically refer to a full day of Clinical Practice consisting of five (5) days a week for twelve (12) to eighteen (18) weeks, dependent upon the program. Clinical Practice Assignment shall satisfy all requirements set by the commission.
- e. The School Psychology Internship totals a minimum of 1,200 clock hours field experience. Interns must obtain hours in two (2) out of the three (3) levels (e.g., elementary, middle, and high school) over the 1,200 clock hours.



- f. Clinical practice shall refer to the participation by an Intern in the duties and functions of a psychologist or school attendance worker under the direct supervision and instruction of one or more Commission qualified Clinical Practice Supervisors.
- g. Institution and University shall independently determine the qualifications of their respective supervisors.
- h. SSP and USP will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
- i. SSP and USP will meet without the Intern to discuss the Intern's progress, as needed.
- j. Concurrent with an Intern's experience at Institution, Institution may hold Program orientation seminars for Interns and training seminars for SSP. Institution representatives will review supervising techniques, established procedures for conducting observations and providing assistance, introduce forms used within the Institution, communicate needs, and/or offer further training and materials to support Interns and Institution needs.
- k. Institution will include Interns in appropriate Institution support programs and regularly scheduled staff development activities.
- l. Institution will designate a liaison to ensure supervisory and support assistance to Interns at Institution.
- m. USP will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.
- n. School Psychology Internship Intern Duties (may include, but are not limited to):
 - i. Special Education IEP Consultation & Presentation of Psycho-Educational Assessment Results.
 - ii. Writing Psycho-Educational Reports which shall be reviewed by the Institution Supervisor.
 - iii. Collaborate and consult with parents and teachers to provide Referrals to Parents/Teachers.
 - iv. Design and Implement RtI/MTSS Interventions – both academic and behavioral/mental health.
 - v. Review of Special Education/Cumulative Records.
 - vi. Conduct Classroom Observations in General Ed./Special Ed. Classrooms.
 - vii. Conduct Psycho-Educational Assessments-Full.
 - viii. Facilitate Group/Individual Counseling.
 - ix. Teacher/Parent Consultation.
 - x. Design and Implement Behavioral Interventions.
 - xi. Participate in Study Team Consultation.
 - xii. Participate in Mandatory On-going weekly Supervision with Credentialed School Psychologist for a minimum of two hours a week.
 - xiii. Documentation of services (e.g., assessment logs, evaluations) required by Institution and verified by the supervising school psychologist.
 - xiv. School-wide positive behavioral intervention support.
 - xv. Assessment, intervention and consultation activities with students and families from culturally and linguistically diverse backgrounds.
 - xvi. Comprehensive and balanced school psychological services as required by the National Association of school Psychologists (NASP) Domains of Practice and Internship experience.

12. Preliminary Administrative Services Intern Support

Preliminary Administrative Services Interns must complete a range of activities in educational settings. Settings must:

- a. Support the Intern's ability to complete the CalAPA.
- b. Demonstrate commitment to collaborative student-centered practices and continuous program improvement.
- c. Support partnerships with education, social, and community entities that support teaching and learning for all students.
- d. Create a learning culture to support all students.
- e. Understand and reflect socioeconomic and cultural diversity.
- f. Support the Interns to access data, work with other educators, and observe teaching practice.
- g. Permit video capture for Intern reflection and CalAPA completion to reflect to the extent possible Intern's knowledge skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. Institution shall inform Credential Intern of video recording policies in place for the CalAPA task video capture requirement.
- h. SSP and USP will meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.

- 13. Academic Responsibility. University shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.



14. Duration of Internship. Once an Intern has been accepted as an intern by Institution, and if the Intern remains in good standing in the Program at University and within the Institution's policies and performance standards, the Intern will be permitted to finish their internship at Institution. However, an Intern who performs below acceptable Institution or University standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the Institution and/or removed from their Program by the University. All services provided by University and Institution pursuant to this Agreement shall terminate upon an Intern's removal from the Institution or termination of participation in a Program.
15. Assessment. Assessment is a function of Clinical Practice in the Teacher Education Internship program (for the Teacher Education Internship Credential), and the Specialist Education Internship (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) the School Counseling and School Psychology (for the Pupil Personnel Services Internship Credential) programs. Interns in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course(s). This pre-assessment, development and post-assessment will occur in collaboration with the SSP and the USP.
16. Video Assessment. Institution and University agree the use of video recording equipment on any Institution property, including but not limited to, Institution classrooms, is solely for the purpose of assessing Interns as part of the credentialing process. The Institution shall provide University Site Support Providers and Interns with any or all applicable rules, regulations, and instructions relating to the assessment. The University and Institution agree no video recording of any Intern will occur without prior written notification of the name of the Intern as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the Institution shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in this section. The University and Institution agree no video recording of any Institution student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian.
17. Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction of all Interns and any other University personnel in connection with the assessment of the Interns, including, but not limited to, all classroom video recording of the Interns, shall be at the University's sole discretion.
18. Indemnity. The Institution shall defend, indemnify and hold the University, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Institution, its officers, employees, or agents.

The University shall defend, indemnify and hold the Institution, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees, or agents.
19. Relationship of Parties. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership, or agency relationship between the parties.
20. Publicity. Neither University nor Institution shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
21. Records. It is understood and agreed that all employment records shall remain the property of Institution, and all student records, including Intern assessments, will remain the property of University.
22. Confidentiality of Student Intern Records. For purposes of this Agreement and pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University designates Institution and its facilities/educational sites as having a legitimate educational interest in the educational records of any student who participates in the Internship Credential Program to the extent that access to the records is required by Institution programs or facilities to which the Intern is assigned to carry out the



relevant educational experience. Institution and its organizational components (i.e., programs) agree to maintain the confidentiality of each Intern's educational record in accordance with the provisions of FERPA.

23. Confidentiality of Institution Pupil Records. No Intern will have access to or have the right to receive any Institution pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Internship program. The discussion, transmission, or narration in any form by Interns of any individually identifiable pupil information, educational, medical, or otherwise, which is obtained in the course of the Internship program, is forbidden except as a necessary part of the practical Internship experience. To the extent an Intern is given access, they are subject to the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Otherwise, Interns shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the internship experience with University, its employees, agents or others.
24. Limitation of Liability. Except for obligations to make payment under this Agreement, liability for indemnification, liability for breach of confidentiality, or liability for infringement or misappropriation of intellectual property rights, in no event shall either Party or any of its representatives be liable under this Agreement to the other Party or any third party for consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues or diminution in value arising out of, or relating to, and/or in connection with any breach of this Agreement, regardless of whether such damages were foreseeable, whether or not it was advised of the possibility of such damages and the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.
25. Certificate of Clearance. In accordance with California Education Code Section 44320, each credential Intern prior to assignment to Institution must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that Interns receive a Certificate prior to beginning their assignment in the Institution or hold a valid document issued by the CTC accounting for fingerprint clearance.
26. Tuberculosis Clearance. In accordance with the California Education Code Section 49406, each Intern must obtain, at the Intern's sole expense, an examination by a licensed physician or surgeon within the past sixty (60) days to determine that they are free of active tuberculosis, prior to beginning the Intern's assignment in the Institution.
27. Infectious Diseases. Institution shall inform and advise Interns and any USP regarding the current status of infectious diseases at Institution prior to arriving on site as well as provide appropriate PPE.
28. Non-Discrimination. University and Institution agree not to discriminate against any individual under this Agreement because of race, color, religion, sex, gender, ancestry, age, national origin or disability (as defined in The Americans with Disabilities Act of 1990, 42 USC 12101, et seq. and any regulation promulgated thereunder) or any other unlawful basis.
29. Title IX. University strictly adheres to Title IX of the Education Amendments of 1972, the federal Campus Sexual Violence Elimination Act; United States Department of Education regulations and directives; and the University's sexual harassment policy and procedures (collectively, "Regulations"). Specifically, the Regulations apply to all students, employees, visitors, and other third parties on University-controlled or affiliated property, including institutions and entities with whom University places its employees or students. Further, such Regulations prohibit unequal treatment on the basis of sex/gender as well as sexual harassment, misconduct and violence. As a condition of employment, enrollment, doing business, or being permitted on University-controlled or affiliated property, the above-mentioned individuals, organizations, and entities must agree to: (1) Report any and all allegations of discrimination, harassment, (including sexual harassment, or violence) promptly to the Title IX Coordinator via the reporting form at the following link: <https://www.nu.edu/reportit/>, or by using one of the other methods of communication with the Title IX Coordinator found at the following link: <https://www.nu.edu/title-ix/erp/>; (2) Cooperate with University's investigation; and (3) Cooperate fully with all sanctions that University may impose against those who are found to have violated the Regulations. If the individual, organization, or entity fails to adhere to any of the aforementioned requirements, University reserves the right to take appropriate action, including but not limited to: immediate removal from University-controlled or affiliated property, discipline of employees and students (including termination of employment and/or enrollment); and/or termination of business or contractual relationships.
30. Arbitration. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon



notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.

31. Entire Agreement and Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
32. Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
33. Notices. All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.
34. Supersedes Prior Agreements. This Agreement supersedes any prior agreements between the parties with respect to the subject matter hereof, whether written or oral, and any such prior agreements are cancelled as at the date of this Agreement but without prejudice to any rights which have already accrued to either of the parties.
35. Representations. Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.
36. Force Majeure. Neither University nor Institution shall be liable to the other party for any failure to perform any of its obligations (except payment obligations) under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to, fire, flood, pestilence, war, pandemic, embargo, strike, riot or the intervention of any governmental authority (each a "Force Majeure" event). In such Force Majeure event, however, the delayed party must promptly provide the other party with written notice of the Force Majeure event, shall suspend performance only for such period of time as is necessary as a result of the Force Majeure event, and shall use reasonable efforts to resume performance as quickly as possible. If the Force Majeure event lasts longer than thirty (30) days, the other party may immediately terminate this Agreement by giving written notice to the delayed party.
37. General Provisions. The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; and (c) will be governed by California law.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first written above.

University: National University

By: John A. Cicero
John Cicero, Ph.D.
Provost and Chief Academic Officer

Dated: 07/10/2026

University Contact Information:

Contract Coordinator
National University
9388 Lightwave Ave.,
San Diego, CA 92131
Telephone (858) 642-8417
credcontracts@nu.edu

Institution: Pacific Grove Unified School District

By: Buck Roggeman

Name: Buck Roggeman

Title: Chief Human Resources Officer

Dated: 7/10/2026

Telephone: 831-646-6507

Address: 435 Hillcrest Ave., Pacific Grove, CA 93950-4900,
USA



EXHIBIT A

Internship Programs

Institution and University wish to partner to support the following Programs:

Inspired Teaching and Learning Teacher Education Internship Credential
Special Education Internship Credential
Preliminary Administrative Services Internship Credential
Pupil Personnel Services Internship Credential: School of Counseling
Pupil Personnel Services Internship Credential: School of Psychology

Honorariums:

Honorarium amount of \$300.00 per course is paid to the following programs:

Inspired Teaching and Learning Teacher Education Internship Credential
Special Education Internship Credential

Honorarium amount of \$150.00 per course is paid to the following programs:

Pupil Personnel Services Internship Credential: School of Counseling
Pupil Personnel Services Internship Credential: School of Psychology

There is no honorarium provided for the following program:

Preliminary Administrative Services Internship Credential

Board Cover Sheet

Consent ▾ ☒ Credibility & Communication ☒ Student Learning & Achievement ☒ Health & Safety of Students & Schools ☒ Fiscal Solvency, Accountability & Integrity	Meeting Date Aug 13, 2026 Presenter(s) Buck Roggeman Chief Human Resources Officer
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Item

Memorandum of Understanding (MOU) – California School Employees Association (CSEA) Chapter 229 & Pacific Grove Unified School District (PGUSD) – Payment Extension: Underpayment for Extra Workdays in the Classified Work Year.

Recommendation

The District Administration recommends that the Board review and approve the memorandum of understanding (MOU) between the California School Employees Association (CSEA) and Pacific Grove Unified School District (PGUSD) establishing a payment extension for the underpayment for extra workdays in the classified work year.

Background

In accordance with its collective bargaining agreement, PGUSD works with CSEA when underpayments or overpayments occur. The agreements regarding how underpayments or overpayments will be resolved are documented in a memorandum of understanding.

Information

PGUSD and CSEA entered into an MOU on May 6, 2026, to address an underpayment of extra workdays in the classified work year in fiscal year 2022-2023 and fiscal year 2024-2025. The terms of the MOU established the repayment date as no later than June 30, 2026. On June 15, 2026, PGUSD informed CSEA that the work required to process the repayments would prevent the District from meeting the timeline. This MOU extends the deadline to September 30, 2026.

Fiscal Impact

This item has no fiscal impact

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
AND THE
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 229**

MEMORANDUM OF UNDERSTANDING

Payment Extension: Underpayment for Extra Workdays in the Classified Work Year

July 29, 2026

The Pacific Grove Unified School District ("District") and the California School Employees Association, and its Pacific Grove Chapter 229 ("CSEA"), together known as the "Parties," enter into this agreement to resolve negotiations over the underpayment of extra workdays in the classified work year in FY 2022-2023 and FY 2024-2025.

WHEREAS:

- A. The Parties entered into a Memorandum of Understanding (MOU) on May 6, 2026, to address an underpayment of extra workdays in the classified work year in FY 2022-2023 and FY 2024-2025.
- B. The terms of the MOU required payment to affected unit members no later than June 30, 2026.
- C. On June 15, 2026, the District informed CSEA that they could not meet the negotiated payment timeline due to the Payroll department being unaware of the process and work required to provide unit members with accurate payments.
- D. As of July 29, 2026, unit members have not been paid.

THEREFORE, the Parties hereby agree to the following:

- 1. The payment timeline shall be extended to provide the Payroll department deadline with adequate time to accurately process unit member's payment.
- 2. Compensation shall be paid no later than September 30, 2026, through the unit member's regular payroll method.
- 3. The District shall provide CSEA with full accounting of all financial related items due to each unit member, including compensation and CalPERS contributions, to ensure each unit member is made whole.
- 4. All other terms of the "MOU: Underpayment for Extra Days in the Classified Work Year" dated May 6, 2026, shall continue and be in full effect.

This Agreement is subject to Policy 610 procedure of CSEA, adoption by the District Board of Trustees, and is subject to the grievance and arbitration sections of the Parties' collective bargaining agreement.

Date complete: 8/4/2026

For the District:

Signed by:
Buck Roggeman 8/3/2026
5DCCE80A2E594AE
Buck Roggeman, Chief Human Resources Officer

DocuSigned by:
Joshua Jörn 8/4/2026
5CB2D734B41142C
Joshua R. Jörn, Assistant Superintendent/CBO

Signed by:
Linda Adamson 8/4/2026
C5B336609F00409
Linda Adamson, EdD., Superintendent

For CSEA Chapter 229:

DocuSigned by:
Jill Houston 8/3/2026
DFA8B4A94CB54C5
Jill Houston, President/Chair, Negotiations

Signed by:
Nargess Akhavi 8/3/2026
31BBD865BAFA4435
Nargess Akhavi, 2nd Vice President/Negotiations

Signed by:
Christine Gruber 8/3/2026
AECDB8A4CB18447
Christine Gruber, Communications Officer/ Negotiations

DocuSigned by:
Greg Kelley 8/3/2026
6629229A496140B
Greg Kelley, 1st Vice President/Negotiations

DocuSigned by:
Leslie Ternullo 8/3/2026
FB81042A9C154F9
Leslie Ternullo, Past-President/Negotiations

DocuSigned by:
Sarah Herrera 8/3/2026
4C38A78C83EF446
Sarah Herrera, Labor Relations Representative

Board Cover Sheet

Public Hearing

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

Meeting Date

Aug 13, 2026

Presenter(s)

Buck Roggeman
Chief Human Resources Officer

Item

Public Hearing - Tentative Agreement with the California School Employees Association (CSEA) Pacific Grove Chapter 229 – Fiscal Year 2026-2027

Recommendation

The District Administration recommends that the Board hold a public hearing of the Tentative Agreement between the Pacific Grove Unified School District and the California School Employees Association (CSEA) Pacific Grove Chapter 229 for fiscal year 2026-2027.

Background

All changes to contracts between the District and employee groups require a public hearing and approval by the Board. In addition, AB 1200 requires the District to submit details of all negotiated salary agreements to the Monterey County Office of Education (MCOE) for their review and approval prior to the Board action.

Information

The Pacific Grove Unified School District (District) and the California School Employees Association Pacific Grove Chapter 229 hereby resolve all issues in negotiations for the 2025-2026 fiscal year on the following terms and conditions:

1. Article II - Wages

- a. The wage increase for 2026-2027 agreed to in the Tentative Agreement dated August 4, 2026, will be implemented retroactive to July 1, 2026. The parties agree to a two percent (2%) across the board increase to the Classified Salary schedule.

2. Article III - Health and Welfare Benefits

- a. The increase to the District's maximum contribution to health and welfare benefits for 2026-2027, agreed to in the Tentative agreement dated August 4, 2026, will be implemented retroactive to July 1, 2026. In accordance with the negotiated Fairness Clause, the District's maximum contribution is \$15,151.78 for EE only, and \$15,427.78 for EE+1/Family. This is an **increase of \$1,487/employee** over FY2025-26.

Fiscal Impact

For fiscal year 2026-2027, an increase of \$331,255 to salary schedule (*inclusive of 26-27 step-in-column movement*) + \$131,113 increase to H and W contribution + statutory benefits of \$119,481, for a **total fiscal impact of \$581,849**.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 229
TENTATIVE AGREEMENT**

August 4, 2026

The Pacific Grove Unified School ("District") and the California School Employees Association, and its Pacific Grove Chapter 229 ("CSEA"), together referred to as "The Parties," have come to a Tentative Agreement as part of the successor negotiations for the 2026 - 2029 collective bargaining agreement and resolves. The Parties hereby agree to the following:

1. Article II - Wages

- a. For the 2026-2027 fiscal year, a two percent (2%) ongoing, across the board increase to the Classified Salary Schedule.
- b. The wage increase shall be retroactive to July 1, 2026, for all unit members including any unit member who retired on or after July 1, 2026.
- c. Retroactive compensation shall be paid on a separate check no later than October 10, 2026, through the unit member's regular payroll method.

2. Article III - Health Welfare Benefits

- a. The District's contribution toward District-sponsored health and welfare benefit plans shall be increased by \$1,487 for a total maximum contribution of \$15,151.78.
- b. The increase shall be retroactive to July 1, 2026. Unit members, including those who retired on or after July 1, 2026, shall be provided with a refund for premiums paid in excess of the unit member's new monthly contribution.
- c. Refunds shall be paid on a separate check no later than October 10, 2026, through the unit member's regular payroll method.

3. Negotiations shall continue over the language in the following Articles:

- a. Article II Wages
- b. Article III Health and Welfare Benefits
- c. Article IV Vacation Policies
- d. Article VII Promotions and Transfers
- e. Article X Grievance
- f. Article XV Organizational Security, Agency Shop
- g. Article XVII Other Employee Rights
- h. Article XIX Duration
- i. New Article Technology

This Tentative Agreement is subject to CSEA's Policy 610 procedure, adoption by the District Board of Trustees, and is subject to the grievance and arbitration sections of the Parties' collective bargaining agreement.

Date Signed: 8/4/2026

For the District:

Signed by: Buck Roggeman 8/4/2026
Buck Roggeman, Chief Human Resources Officer

DocuSigned by: Joshua R. Jorn 8/4/2026
Joshua R. Jorn, Assistant Superintendent/CBO

Signed by: Linda Adamson 8/4/2026
Linda Adamson, EdD., Superintendent

For CSEA Chapter 229:

DocuSigned by: Jill Houston 8/4/2026
Jill Houston, President/Chair, Negotiations

DocuSigned by: Greg Kelley 8/4/2026
Greg Kelley, 1st Vice President/Negotiations

Signed by: Nargess Akhavi 8/4/2026
Nargess Akhavi, 2nd Vice President/Negotiations

Signed by: 8/4/2026 184/263

Christine Gruber

Christine Gruber, Communications Officer/
Negotiations

DocuSigned by: 8/4/2026

Leslie Ternullo

Leslie Ternullo, Past-President/Negotiations

DocuSigned by: 8/4/2026

Sarah Herrera

Sarah Herrera, Labor Relations Representative

Board Cover Sheet

Public Hearing

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

Meeting Date

Aug 13, 2026

Presenter(s)

Josh Jorn
Assistant Superintendent

Item

Public Hearing AB 1200 Disclosure of the Tentative Agreement Between Pacific Grove Unified School District and the California School Employees Association (CSEA), Chapter 229

Recommendation

Open the public hearing, receive public comment regarding the AB 1200 Disclosure of the Tentative Agreement between Pacific Grove Unified School District and the California School Employees Association (CSEA), Chapter 229, and close the public hearing. No action is required following the public hearing.

Background

Pursuant to California Government Code Sections 3547.5 and 3540.1, and Assembly Bill 1200, school districts are required to publicly disclose the major provisions of any collective bargaining agreement prior to the governing board taking action to approve the agreement. The disclosure must include the fiscal impact of the agreement and a certification by the Chief Business Official regarding the district's ability to meet the financial obligations of the agreement during the current and subsequent fiscal years.

The purpose of this public hearing is to provide the community with an opportunity to review and comment on the fiscal effects of the tentative agreement before the Board considers approval at a subsequent agenda item.

Information

The attached AB 1200 Disclosure provides a summary of the tentative agreement between Pacific Grove Unified School District and CSEA Chapter 229, including the estimated ongoing and one-time fiscal impacts on the District's General Fund and any other affected funds.

The disclosure has been prepared in accordance with the requirements of Government Code Section 3547.5. The Chief Business Official has reviewed the fiscal impact of the tentative agreement and has determined that the District will be able to meet the costs associated with the agreement while maintaining the reserve levels required by state law and Board policy, as reflected in the District's current multiyear financial projections.

Following the close of the public hearing, the Board may consider adoption of the tentative agreement as a separate action item on the agenda.

Fiscal Impact

2026/27 ▾

\$331,255 to Salary Schedule (inclusive of Step-in-Column), \$119,481 (increase to Statutory), and \$131,113 (increase to Health and Welfare District Contribution) for a **Total Fiscal Impact of \$581,879.**



PACIFIC GROVE UNIFIED SCHOOL DISTRICT^{187/263}

435 Hillcrest Avenue Pacific Grove, CA 93950

Dr. Linda Adamson
Superintendent

(831) 646-6510
Fax (831) 646-6500
ladamson@pgusd.org

Joshua Jorn
Assistant Superintendent

(831) 646-6509
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www.pgusd.org

This **NOTICE IS HEREBY GIVEN** that the Governing Board of the Pacific Grove Unified School District will hold a Public Hearing regarding the fiscal impact of a Tentative Agreement between the District and the California School Employees Association (CSEA), Chapter 229.

In accordance with **Government Code Section 3547.5 (AB 1200)**, the District is required to publicly disclose the major provisions of the Tentative Agreement, including the estimated costs that would be incurred by the District during the current and subsequent fiscal years, prior to Board approval of the agreement.

The public hearing will be held as follows:

Date: August 13, 2026

Time: 6:30 p.m. Open Session

Location: 435 Hillcrest Ave, Pacific Grove CA 93950

The AB 1200 Disclosure, including the fiscal analysis prepared by the District, will be available for public review at the District Office and on the District's website prior to the hearing.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
2026/2027**

173.33 hours a month

RANGE	A		B		C		D		E		F	
-----	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
20	3298	\$19.03	3483	\$20.09	3675	\$21.20	3854	\$22.24	4041	\$23.31	4232	\$24.42
21	3392	\$19.57	3571	\$20.60	3756	\$21.67	3944	\$22.75	4144	\$23.91	4340	\$25.04
22	3483	\$20.09	3674	\$21.20	3854	\$22.24	4041	\$23.31	4233	\$24.42	4444	\$25.64
23	3571	\$20.60	3756	\$21.67	3944	\$22.75	4144	\$23.91	4340	\$25.04	4558	\$26.30
24	3674	\$21.20	3854	\$22.24	4041	\$23.31	4233	\$24.42	4444	\$25.64	4694	\$27.08
25	3756	\$21.67	3944	\$22.75	4144	\$23.91	4340	\$25.04	4558	\$26.30	4797	\$27.68
26	3854	\$22.24	4041	\$23.31	4232	\$24.42	4444	\$25.64	4694	\$27.08	4910	\$28.33
27	3944	\$22.75	4144	\$23.91	4340	\$25.04	4558	\$26.30	4797	\$27.68	5041	\$29.08
28	4041	\$23.31	4232	\$24.42	4444	\$25.64	4694	\$27.08	4911	\$28.33	5169	\$29.82
29	4144	\$23.91	4339	\$25.03	4558	\$26.30	4797	\$27.68	5041	\$29.08	5307	\$30.62
30	4232	\$24.42	4444	\$25.64	4696	\$27.09	4910	\$28.33	5169	\$29.82	5411	\$31.22
31	4339	\$25.03	4558	\$26.30	4798	\$27.68	5041	\$29.08	5307	\$30.62	5565	\$32.11
32	4444	\$25.64	4694	\$27.08	4911	\$28.33	5169	\$29.82	5411	\$31.22	5708	\$32.93
33	4556	\$26.29	4797	\$27.68	5041	\$29.08	5307	\$30.62	5565	\$32.11	5857	\$33.79
34	4694	\$27.08	4910	\$28.33	5170	\$29.83	5411	\$31.22	5708	\$32.93	6001	\$34.62
35	4795	\$27.66	5040	\$29.08	5308	\$30.62	5565	\$32.11	5858	\$33.80	6138	\$35.41
36	4910	\$28.33	5168	\$29.82	5413	\$31.23	5708	\$32.93	6001	\$34.62	6307	\$36.39
37	5040	\$29.08	5307	\$30.62	5566	\$32.11	5857	\$33.79	6138	\$35.41	6443	\$37.17
38	5168	\$29.82	5410	\$31.21	5709	\$32.94	6001	\$34.62	6307	\$36.39	6609	\$38.13
39	5307	\$30.62	5565	\$32.11	5859	\$33.80	6138	\$35.41	6443	\$37.17	6779	\$39.11
40	5410	\$31.21	5707	\$32.93	6002	\$34.63	6307	\$36.39	6609	\$38.13	6953	\$40.11
41	5565	\$32.11	5857	\$33.79	6139	\$35.42	6443	\$37.17	6779	\$39.11	7121	\$41.08
42	5707	\$32.93	6001	\$34.62	6308	\$36.39	6609	\$38.13	6953	\$40.11	7313	\$42.19
43	5857	\$33.79	6138	\$35.41	6444	\$37.18	6779	\$39.11	7121	\$41.08	7493	\$43.23
44	6000	\$34.62	6306	\$36.38	6610	\$38.14	6953	\$40.11	7313	\$42.19	7678	\$44.30
45	6138	\$35.41	6442	\$37.17	6780	\$39.12	7121	\$41.08	7493	\$43.23	7846	\$45.27
46	6306	\$36.38	6607	\$38.12	6954	\$40.12	7313	\$42.19	7678	\$44.30	8063	\$46.52
47	6442	\$37.17	6777	\$39.10	7123	\$41.10	7493	\$43.23	7846	\$45.27	8269	\$47.71
48	6607	\$38.12	6952	\$40.11	7314	\$42.20	7678	\$44.30	8063	\$46.52	8470	\$48.87
49	6777	\$39.10	7121	\$41.08	7495	\$43.24	7846	\$45.27	8269	\$47.71	8684	\$50.10
50	6952	\$40.11	7312	\$42.19	7680	\$44.31	8063	\$46.52	8470	\$48.87	8905	\$51.38
51	7120	\$41.08	7493	\$43.23	7847	\$45.27	8269	\$47.71	8684	\$50.10	9118	\$52.60
52	7312	\$42.19	7677	\$44.29	8066	\$46.54	8470	\$48.87	8905	\$51.38	9356	\$53.98
53	7492	\$43.22	7845	\$45.26	8271	\$47.72	8684	\$50.10	9119	\$52.61	9574	\$55.24
54	7677	\$44.29	8062	\$46.51	8473	\$48.88	8905	\$51.38	9356	\$53.98	9832	\$56.72
55	7845	\$45.26	8268	\$47.70	8686	\$50.11	9118	\$52.60	9574	\$55.24	10083	\$58.17
56	8062	\$46.51	8469	\$48.86	8907	\$51.39	9356	\$53.98	9834	\$56.74	10326	\$59.57
57	8268	\$47.70	8683	\$50.10	9120	\$52.62	9574	\$55.24	10083	\$58.17	10567	\$60.96
58	8469	\$48.86	8905	\$51.38	9359	\$54.00	9834	\$56.74	10328	\$59.59	10829	\$62.48
59	8683	\$50.10	9118	\$52.60	9578	\$55.26	10083	\$58.17	10569	\$60.98	11100	\$64.04

Long. inc. of 3% for 10, 15, 20 & 25 years, granted on anniversary of initial date of employment

Inc. 2% eff. 7-1-2002, 3.13% inc. eff. 7-1-2003, 04/05 inc. added to employee benefits.

Inc. of 5.36% eff. 7-1-2005. Inc. of 5% eff. 7-1-2006, Inc. of 3.69% eff. 7-1-2007

Inc. of 2.0% eff. 7-1-2008, Inc. 1.4% eff. 7-1-2010, Inc. of 0.7% eff. 7-1-2011

Inc. of 1.45% eff. 7-1-12, 2.5% eff. 7-1-13, 2.5% eff. 7-1-14, 3.5% eff. 7-1-15, 3.5% eff. 7-1-16

Eff. July 1, 2013 salaries increased 7% and employees will pay their own PERS contribution

3% Eff. July 1, 2017 - 02/01/2018 .5% added = 3.5% eff. 07/01/2017, eff. 07/01/2018 3.2%

2.21% Base Salary inc. eff. 7/1/19, 3% Base Salary inc. eff. 7/1/2020

Eff. 7/1/2021 5% Base Salary inc. and \$1200/yr. H&W inc. 5% Base Salary inc. eff. 7/1/2022

and \$1000/yr. H&W inc. eff. 7/1/22

Eff. 7/1/2023 3.25% salary inc. Eff. 7/1/23 H&W increase of \$3718.78 for a total of \$12223.78

2024/25 - Effective 7/1/24 0% Salary Increase, 0% Health & Welfare Increase. Longevity is now an add-on that compounds. 5% 10 yrs. 10.25% 15 yrs. 15.76% 20 yrs. 21.55% 25 yrs. Negotiate 24/25 on this. - Employees hired prior to 4/9/25 grandfathered in to compounding longevity, those hired after 4/9/25 are a flat 5, 10, 15, 20% per signed TA 4/9/25

2025/26 - Effective 7/1/25 2% Salary Increase, .5% Increase to Health & Welfare (\$1441)

2026/27 - Effective 7/1/26 2% Salary Increase, .5% Increase to Health & Welfare (\$1487)

Date

Joshua Jorn, Assistant Superintendent

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 229
TENTATIVE AGREEMENT**

August 4, 2026

The Pacific Grove Unified School ("District") and the California School Employees Association, and its Pacific Grove Chapter 229 ("CSEA"), together referred to as "The Parties," have come to a Tentative Agreement as part of the successor negotiations for the 2026 - 2029 collective bargaining agreement and resolves. The Parties hereby agree to the following:

1. Article II - Wages

- a. For the 2026-2027 fiscal year, a two percent (2%) ongoing, across the board increase to the Classified Salary Schedule.
- b. The wage increase shall be retroactive to July 1, 2026, for all unit members including any unit member who retired on or after July 1, 2026.
- c. Retroactive compensation shall be paid on a separate check no later than October 10, 2026, through the unit member's regular payroll method.

2. Article III - Health Welfare Benefits

- a. The District's contribution toward District-sponsored health and welfare benefit plans shall be increased by \$1,487 for a total maximum contribution of \$15,151.78.
- b. The increase shall be retroactive to July 1, 2026. Unit members, including those who retired on or after July 1, 2026, shall be provided with a refund for premiums paid in excess of the unit member's new monthly contribution.
- c. Refunds shall be paid on a separate check no later than October 10, 2026, through the unit member's regular payroll method.

3. Negotiations shall continue over the language in the following Articles:

- a. Article II Wages
- b. Article III Health and Welfare Benefits
- c. Article IV Vacation Policies
- d. Article VII Promotions and Transfers
- e. Article X Grievance
- f. Article XV Organizational Security, Agency Shop
- g. Article XVII Other Employee Rights
- h. Article XIX Duration
- i. New Article Technology

This Tentative Agreement is subject to CSEA's Policy 610 procedure, adoption by the District Board of Trustees, and is subject to the grievance and arbitration sections of the Parties' collective bargaining agreement.

Date Signed: 8/4/2026

For the District:

Signed by: Buck Koggeman 8/4/2026
Buck Koggeman, Chief Human Resources Officer

Signed by: Joshua R. Jorn 8/4/2026
Joshua R. Jorn, Assistant Superintendent/CBO

Signed by: Linda Adamson 8/4/2026
Linda Adamson, EdD., Superintendent

For CSEA Chapter 229:

Signed by: Jill Houston 8/4/2026
Jill Houston, President/Chair, Negotiations

Signed by: Greg Kelley 8/4/2026
Greg Kelley, 1st Vice President/Negotiations

Signed by: Nargess Akhavi 8/4/2026
Nargess Akhavi, 2nd Vice President/Negotiations

Signed by: Christine Gruber 8/4/2026
AECDBBAACB15447
Christine Gruber, Communications Officer/
Negotiations

DocuSigned by: Leslie Pernullo 8/4/2026
FB01M2A3C154F9
Leslie Pernullo, Past-President/Negotiations

DocuSigned by: Sarah Herrera 8/4/2026
4C36A76C03EF446
Sarah Herrera, Labor Relations Representative

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District:	Pacific Grove Unified School District
Name of Bargaining Unit:	California School Employees Association
Certificated, Classified, Other:	Classified

The proposed agreement covers the period beginning:	July 1, 2026 (date)	and ending:	June 30, 2027 (date)
The Governing Board will act upon this agreement on:	August 13, 2026 (date)		

This form, along with a copy of the proposed agreement, should be submitted to the County Office at least 10 working days prior to the date the Governing Board will take action. **Please note that school districts with a Qualified or Negative certification pursuant to E.C. section 42131 must allow the COE at least ten (10) working days to review and comment on any proposed agreement.**

A. Proposed Change in Compensation

Compensation		Column 1 Current Year Annual Cost Prior to 2026-27	Fiscal Impact of Proposed Agreement		
			Column 2 FY 2026-27	Column 3 FY 2027-28	Column 4 FY 2028-29
1	Salary Schedule (This is to include Step and Column, which is also reported separately in Item 6.)	\$ 8,500,730	\$ 331,255	\$ -	\$ -
			3.90%	0.00%	0.00%
2	Other Compensation - Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.				
			#DIV/0!	#DIV/0!	#DIV/0!
	Description of other compensation				
3	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,115,467	\$ 119,481	\$ -	\$ -
			3.835%	0.00%	0.00%
4	Health/Welfare Plans	\$ 1,112,805	\$ 131,113	\$ -	\$ -
			11.78%	0.00%	0.00%
5	Total Compensation - Add Items 1 thru 4	\$ 12,729,002	\$ 581,849	\$ -	\$ -
			4.571%	0.00%	0.00%
6	Step and Column - Due to movement plus any changes due to settlement. This is a subset of Item No. 1.	\$ -	\$ 135,426	\$ -	\$ -
7	Total Number of Represented Employees	138.29	141.65		0.00
8	Total Compensation <u>Average</u> Cost per Employee	\$ 92,046	\$ 4,108	#DIV/0!	#DIV/0!
			4.463%	#DIV/0!	#DIV/0!

Pacific Grove Unified School District

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

2% Salary schedule increase effective 07/01/2026

10. What was the negotiated percentage increase: On-Going ☒ OR One-Time ☐

11. Are there reopeners? Yes ☒ No ☐

12. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

13. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

14. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

increase to the Districts Contribution of \$1,487/employee for a total District Contribution of \$15,151.78 for EE Only

- B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

- C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

Positive impact with salary schedule increase supports District goal of attracting and retaining qualified personnel

Pacific Grove Unified School District

D. What contingency language is included in the proposed agreement?**E. Will this agreement create or increase deficit spending in the current or subsequent year(s)?**

"Deficit Spending" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**G. Source of Funding for Proposed Agreement:****1. Current Year****2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?****3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)**

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Unrestricted General Fund**

Bargaining Unit: California School Employees Association

	Column 1	* Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/04/2026)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
UNRESTRICTED REVENUES				
LCFF Funding Sources (8010-8099)	\$ 43,582,287	\$ -	\$ -	\$ 43,582,287
Remaining Revenues (8100-8799)	\$ 1,017,084	\$ -	\$ -	\$ 1,017,084
TOTAL UNRESTRICTED REVENUES	\$ 44,599,371	\$ -	\$ -	\$ 44,599,371
UNRESTRICTED EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 16,624,441	\$ -	\$ -	\$ 16,624,441
Classified Salaries (2000-2999)	\$ 6,018,939	\$ -	\$ -	\$ 6,018,939
Employee Benefits (3000-3999)	\$ 8,411,851	\$ -	\$ -	\$ 8,411,851
Books and Supplies (4000-4999)	\$ 609,821	\$ -	\$ -	\$ 609,821
Services, Other Operating Expenses (5000-5999)	\$ 4,114,666	\$ -	\$ -	\$ 4,114,666
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ (299,221)	\$ -	\$ -	\$ (299,221)
Other Adjustments				
TOTAL UNRESTRICTED EXPENDITURES	\$ 35,480,497	\$ -	\$ -	\$ 35,480,497
OPERATING SURPLUS/(DEFICIT)	\$ 9,118,874	\$ -	\$ -	\$ 9,118,874
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 305,500	\$ -	\$ -	\$ 305,500
Contributions (8980-8999)	\$ (9,217,723)	\$ -	\$ -	\$ (9,217,723)
CURRENT YEAR INCREASE (DECREASE) IN UNRESTRICTED FUND BALANCE	\$ (404,349)	\$ *	\$ -	\$ (404,349)
UNRESTRICTED BEGINNING FUND BALANCE	\$ 4,587,174			\$ 4,587,174
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURR YR UNRESTRICTED ENDING BALANCE	\$ 4,182,825	\$ -	\$ -	\$ 4,182,825
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ 5,000	\$ -	\$ -	\$ 5,000
Committed/Assigned Amounts (9750-9780)	\$ 2,655,488	\$ -	\$ -	\$ 2,655,488
Reserve for Economic Uncertainties (9789)	\$ 1,522,337	\$ -	\$ -	\$ 1,522,337
Unappropriated/Unappropriated Amounts (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Restricted General Fund**

Bargaining Unit:

California School Employees Association

	Column 1	* Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/04/2026)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
RESTRICTED REVENUES				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 5,541,852	\$ -	\$ -	\$ 5,541,852
TOTAL RESTRICTED REVENUES	\$ 5,541,852	\$ -	\$ -	\$ 5,541,852
RESTRICTED EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 3,913,155	\$ -	\$ -	\$ 3,913,155
Classified Salaries (2000-2999)	\$ 3,883,867	\$ -	\$ -	\$ 3,883,867
Employee Benefits (3000-3999)	\$ 5,162,123	\$ -	\$ -	\$ 5,162,123
Books and Supplies (4000-4999)	\$ 625,406	\$ -	\$ -	\$ 625,406
Services, Other Operating Expenses (5000-5999)	\$ 1,020,050	\$ -	\$ -	\$ 1,020,050
Capital Outlay (6000-6599)	\$ 11,964	\$ -	\$ -	\$ 11,964
Other Outgo (7100-7299) (7400-7499)	\$ 122,072	\$ -	\$ -	\$ 122,072
Direct Support/Indirect Cost (7300-7399)	\$ 219,949	\$ -	\$ -	\$ 219,949
Other Adjustments				
TOTAL RESTRICTED EXPENDITURES	\$ 14,958,586	\$ -	\$ -	\$ 14,958,586
OPERATING SURPLUS (DEFICIT)	\$ (9,416,734)	\$ -	\$ -	\$ (9,416,734)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ 9,217,723	\$ -	\$ -	\$ 9,217,723
CURRENT YEAR INCREASE (DECREASE) IN RESTRICTED FUND BALANCE	\$ (199,011)	\$ *	\$ -	\$ (199,011)
RESTRICTED BEGINNING FUND BALANCE	\$ 1,592,002			\$ 1,592,002
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURR YR RESTRICTED ENDING BALANCE	\$ 1,392,991	\$ -	\$ -	\$ 1,392,991
COMPONENTS OF ENDING FUND BALANCE:				
Restricted Amounts (9740)	\$ 1,392,991	\$ -	\$ -	\$ 1,392,991

* Please see question on page 7.

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Combined General Fund**

Bargaining Unit:

California School Employees Association

	2	* Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/04/2026)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ 43,582,287	\$ -	\$ -	\$ 43,582,287
Remaining Revenues (8100-8799)	\$ 6,558,936	\$ -	\$ -	\$ 6,558,936
TOTAL REVENUES	\$ 50,141,223	\$ -	\$ -	\$ 50,141,223
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 20,537,596	\$ -	\$ -	\$ 20,537,596
Classified Salaries (2000-2999)	\$ 9,902,805	\$ -	\$ -	\$ 9,902,805
Employee Benefits (3000-3999)	\$ 13,573,974	\$ -	\$ -	\$ 13,573,974
Books and Supplies (4000-4999)	\$ 1,235,227	\$ -	\$ -	\$ 1,235,227
Services, Other Operating Expenses (5000-5999)	\$ 5,134,715	\$ -	\$ -	\$ 5,134,715
Capital Outlay (6000-6599)	\$ 11,964	\$ -	\$ -	\$ 11,964
Other Outgo (7100-7299) (7400-7499)	\$ 122,072	\$ -	\$ -	\$ 122,072
Direct Support/Indirect Cost (7300-7399)	\$ (79,272)	\$ -	\$ -	\$ (79,272)
Other Adjustments				
TOTAL EXPENDITURES	\$ 50,439,083	\$ -	\$ -	\$ 50,439,083
OPERATING SURPLUS (DEFICIT)	\$ (297,860)	\$ -	\$ -	\$ (297,860)
Transfer In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 305,500	\$ -	\$ -	\$ 305,500
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (603,359)	\$ *	\$ -	\$ (603,359)
BEGINNING FUND BALANCE	\$ 6,179,176			\$ 6,179,176
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -		\$ -	\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ 5,575,816	\$ -	\$ -	\$ 5,575,816
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ 5,000	\$ -	\$ -	\$ 5,000
Restricted Amounts (9740)	\$ 1,392,991	\$ -	\$ -	\$ 1,392,991
Committed/Assigned Amounts (9750-9780)	\$ 2,655,488	\$ -	\$ -	\$ 2,655,488
Reserve for Economic Uncertainties (9789)	\$ 1,522,337	\$ -	\$ -	\$ 1,522,337
Unappropriated/Unappropriated Amounts (9790)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties Percentage	3.00%			3.00%

* Please see question on page 7.

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Adult Education Fund 11**

Enter Bargaining Unit:

California School Employees Association

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/04/2026)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 2,889,178	\$ -	\$ -	\$ 2,889,178
TOTAL REVENUES	\$ 2,889,178	\$ -	\$ -	\$ 2,889,178
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 826,340	\$ -	\$ -	\$ 826,340
Classified Salaries (2000-2999)	\$ 1,436,432	\$ -	\$ -	\$ 1,436,432
Employee Benefits (3000-3999)	\$ 972,639	\$ -	\$ -	\$ 972,639
Books and Supplies (4000-4999)	\$ 63,647	\$ -	\$ -	\$ 63,647
Services, Other Operating Expenses (5000-5999)	\$ 122,215	\$ -	\$ -	\$ 122,215
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 3,421,272	\$ -	\$ -	\$ 3,421,272
OPERATING SURPLUS (DEFICIT)	\$ (532,094)	\$ -	\$ -	\$ (532,094)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (532,094)	\$ *	\$ -	\$ (532,094)
BEGINNING FUND BALANCE	\$ 1,680,945			\$ 1,680,945
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ 1,148,851	\$ -	\$ -	\$ 1,148,851
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ -	\$ -	\$ -	\$ -
Committed/Assigned Amounts (9750-9780)	\$ 1,148,851	\$ -	\$ -	\$ 1,148,851

* Please see question on page 7.

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Child Development Fund 12**

Bargaining Unit:

California School Employees Association

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/04/2026)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 465,533	\$ -	\$ -	\$ 465,533
TOTAL REVENUES	\$ 465,533	\$ -	\$ -	\$ 465,533
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 61,516	\$ -	\$ -	\$ 61,516
Classified Salaries (2000-2999)	\$ 421,570	\$ -	\$ -	\$ 421,570
Employee Benefits (3000-3999)	\$ 265,475	\$ -	\$ -	\$ 265,475
Books and Supplies (4000-4999)	\$ 5,000	\$ -	\$ -	\$ 5,000
Services, Other Operating Expenses (5000-5999)	\$ 6,100	\$ -	\$ -	\$ 6,100
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 11,372	\$ -	\$ -	\$ 11,372
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 771,033	\$ -	\$ -	\$ 771,033
OPERATING SURPLUS (DEFICIT)	\$ (305,500)	\$ -	\$ -	\$ (305,500)
Transfers In and Other Sources (8910-8979)	\$ 305,500	\$ -	\$ -	\$ 305,500
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 0	\$ *	\$ -	\$ 0
BEGINNING FUND BALANCE	\$ 27,515			\$ 27,515
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ 27,515	\$ -	\$ -	\$ 27,515
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ 27,515	\$ -	\$ -	\$ 27,515
Committed/Assigned Amounts (9750-9780)	\$ 0	\$ -	\$ -	\$ 0

* Please see question on page 7.

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Cafeteria Fund 13**

Bargaining Unit:

California School Employees Association

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/04/2026)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ 1,654,810	\$ -	\$ -	\$ 1,654,810
Remaining Revenues (8100-8799)	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ 1,654,810	\$ -	\$ -	\$ 1,654,810
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 651,008	\$ -	\$ -	\$ 651,008
Classified Salaries (2000-2999)	\$ 293,724	\$ -	\$ -	\$ 293,724
Employee Benefits (3000-3999)	\$ 745,500	\$ -	\$ -	\$ 745,500
Books and Supplies (4000-4999)	\$ 47,530	\$ -	\$ -	\$ 47,530
Services, Other Operating Expenses (5000-5999)	\$ 20,000	\$ -	\$ -	\$ 20,000
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ 67,900	\$ -	\$ -	\$ 67,900
TOTAL EXPENDITURES	\$ 1,825,662	\$ -	\$ -	\$ 1,825,662
OPERATING SURPLUS (DEFICIT)	\$ (170,852)	\$ -	\$ -	\$ (170,852)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (170,852)	\$ *	\$ -	\$ (170,852)
BEGINNING FUND BALANCE	\$ 767,977			\$ 767,977
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ 597,125	\$ -	\$ -	\$ 597,125
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ -	\$ -	\$ -	\$ -
Committed/Assigned Amounts (9750-9780)	\$ 597,125	\$ -	\$ -	\$ 597,125

* Please see question on page 7.

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: **Building Fund 21**
 Bargaining Unit: **California School Employees Association**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/04/2026)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ -	\$ -	\$ -	\$ -
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 315,385	\$ -	\$ -	\$ 315,385
Classified Salaries (2000-2999)	\$ 171,115	\$ -	\$ -	\$ 171,115
Employee Benefits (3000-3999)	\$ 470,000	\$ -	\$ -	\$ 470,000
Books and Supplies (4000-4999)	\$ 513,785	\$ -	\$ -	\$ 513,785
Services, Other Operating Expenses (5000-5999)	\$ 4,438,621	\$ -	\$ -	\$ 4,438,621
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 5,908,906	\$ -	\$ -	\$ 5,908,906
OPERATING SURPLUS (DEFICIT)	\$ (5,908,906)	\$ -	\$ -	\$ (5,908,906)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (5,908,906)	\$ *	\$ -	\$ (5,908,906)
BEGINNING FUND BALANCE	\$ 32,516,096			\$ 32,516,096
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ 26,607,190	\$ -	\$ -	\$ 26,607,190
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ 26,606,051	\$ -	\$ -	\$ 26,606,051
Committed/Assigned Amounts (9750-9780)	\$ 1,139	\$ -	\$ -	\$ 1,139

* Please see question on page 7.

Pacific Grove Unified School District

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS UNRESTRICTED FUNDS

Unrestricted General Fund Multiyear Projection
 Bargaining Unit: **California School Employees Association**

	FY 2026-27	FY 2027-28	FY 2028-29
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
UNRESTRICTED REVENUES			
LCFF Funding Sources (8010-8099)	\$ 43,582,287	\$ 45,616,633	\$ 47,123,474
Remaining Revenues (8100-8799)	\$ 1,017,084	\$ 1,024,283	\$ 1,025,973
TOTAL UNRESTRICTED REVENUES	\$ 44,599,371	\$ 46,640,916	\$ 48,149,447
UNRESTRICTED EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 16,624,441	\$ 16,903,757	\$ 17,177,598
Classified Salaries (2000-2999)	\$ 6,018,939	\$ 6,191,198	\$ 6,350,803
Employee Benefits (3000-3999)	\$ 8,411,851	\$ 8,618,190	\$ 8,696,695
Books and Supplies (4000-4999)	\$ 609,821	\$ 615,797	\$ 625,873
Services, Other Operating Expenses (5000-5999)	\$ 4,114,666	\$ 4,060,779	\$ 4,102,366
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ (299,221)	\$ (301,113)	\$ (302,461)
Other Adjustments		\$ -	\$ -
TOTAL UNRESTRICTED EXPENDITURES	\$ 35,480,497	\$ 36,088,608	\$ 36,650,874
OPERATING SURPLUS (DEFICIT)	\$ 9,118,874	\$ 10,552,308	\$ 11,498,573
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 305,500	\$ 310,479	\$ 315,540
Contributions (8980-8999) (Enter as a	\$ (9,217,723)	\$ (8,524,597)	\$ (10,165,269)
CURRENT YEAR INCREASE (DECREASE) IN UNRESTRICTED FUND BALANCE	\$ (404,349)	\$ 1,717,232	\$ 1,017,764
UNRESTRICTED BEGINNING FUND BALANCE	\$ 4,587,174	\$ 4,182,825	\$ 5,900,058
Pri Yr Audit Adjustmnts/Restatements (9793/9795)	\$ -		
UNRESTRICTED ENDING FUND BALANCE	\$ 4,182,825	\$ 5,900,058	\$ 6,917,822
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts (9711-9719)	\$ 5,000	\$ 5,000	\$ 5,000
Committed/Assigned Amounts (9750-9780)	\$ 2,655,488	\$ 4,342,984	\$ 5,334,917
Reserve for Economic Uncertainties (9789)	\$ 1,522,337	\$ 1,552,074	\$ 1,577,905
Unappropriated/Unappropriated Amounts (9790)	\$ -	\$ -	\$ -

WARNING: 9790 Unappropriated Amounts must be positive

Pacific Grove Unified School District

J. CALCULATING THE AVAILABLE RESERVE AMOUNT

1. State Reserve Standard

		FY 2026-27	FY 2027-28	FY 2028-29
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 50,744,583	\$ 51,735,797	\$ 52,596,806
b.	State Standard Minimum Reserve Percentage for this District Enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. or \$88,000)	\$ 1,522,337	\$ 1,552,074	\$ 1,577,904

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 1,522,337	\$ 1,552,074	\$ 1,577,905
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 1,522,337	\$ 1,552,074	\$ 1,577,905
f.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

FY 2026-27

Yes ☒No ☐

FY 2027-28

Yes ☒No ☐

FY 2028-29

Yes ☒No ☐

4. If no, how do you plan to restore your reserves?

Pacific Grove Unified School District

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5 on Page 1 (i.e., increase was partially budgeted), explain the variance below:

Because the Adopted Budget included the 2% salary schedule increase along with increase to the HW cap no budget revisions are necessary

6. Please include any additional comments and explanations of Page 4 as necessary:

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This disclosure document is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. This certification page should be signed by the Superintendent and Chief Business Official at the time of public disclosure. The absence of one or both of the signatures should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of tl

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources

Expenditures/Other Financing Uses

Ending Balance(s) Increase (Decrease)

Budget Adjustment Increase/(Decrease)

\$	-
\$	-
\$	-

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources

Expenditures/Other Financing Uses

Ending Balance(s) Increase (Decrease)

Budget Adjustment Increase/(Decrease)

\$	-
\$	-
\$	-

Budget Revisions

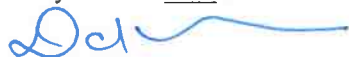
If the district does not adopt all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

☒ I hereby certify ☐ I am unable to certify



District Superintendent
(Signature)

8/4/2026

Date

☒ I hereby certify ☐ I am unable to certify



Chief Business Official
(Signature)

8/4/2020

Date

Assumptions

The assumptions upon which this certification is made are as follows:

2% salary schedule increase for CSEA bargaining unit members also increase longevity and professional growth add-ons which was included in Column 2, Row 1 of Page 1

Funded ADA; 2026-27: 1590.39, 2027-28: 1572.43, 2028-29: 1547.30

LCFF Funding COLA 2026-27: 2.41%, 2027-28: 3.06%, 2028-29: 3.34%

COLA will be update to Final State Budget COLA with release of newest FCMAT LCFF calculator

STRS: 19.10%

PERS: 26.40%

OASDI: 6.2%

Medicare: 1.45%

SUI: 0.05%

Workers Compensation; 3.29%

Other revenue increases per State Adopted Budget (example, Block Grant and Special Ed funding) will be recognized at First Interim

Concerns regarding affordability of agreement in subsequent years (if any):

This image shows a single sheet of bright yellow paper with horizontal black ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slightly textured appearance and is set against a dark background.

M. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

Carly Adams

Contact Person

Date

(831) 646-6516

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its

meeting on: August 13, 2026, **took action to approve the proposed Agreement with the**

California School Employees Association

Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

Date

Board Cover Sheet

Action/Discussion

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

Meeting Date

Aug 13, 2026

Presenter(s)

Buck Roggeman
Chief Human Resources Officer

Item

Tentative Agreement with the California School Employees Association (CSEA) Pacific Grove Chapter 229 – Fiscal Year 2026-2027

Recommendation

The District Administration recommends that the Board approve the Tentative Agreement between the Pacific Grove Unified School District and the California School Employees Association (CSEA) Pacific Grove Chapter 229 for fiscal year 2026-2027.

Background

All changes to contracts between the District and employee groups require approval by the Board. In addition, AB 1200 requires the District to submit details of all negotiated salary agreements to the Monterey County Office of Education (MCOE) for their review and approval prior to the Board action.

Information

The Pacific Grove Unified School District (District) and the California School Employees Association Pacific Grove Chapter 229 hereby resolve all issues in negotiations for the 2025-2026 fiscal year on the following terms and conditions:

1. Article II - Wages

- a. The wage increase for 2026-2027 agreed to in the Tentative Agreement dated August 4, 2026, will be implemented retroactive to July 1, 2026. The parties agree to a two percent (2%) across the board increase to the Classified Salary schedule.

2. Article III - Health and Welfare Benefits

- a. The increase to the District's maximum contribution to health and welfare benefits for 2026-2027, agreed to in the Tentative agreement dated August 4, 2026, will be implemented retroactive to July 1, 2026. In accordance with the negotiated Fairness Clause, the District's maximum contribution is \$15,151.78 for EE only, and \$15,427.78 for EE+1/Family. This is an **increase of \$1,487/employee** over FY2025-26.

Fiscal Impact

For fiscal year 2026-2027, an increase of \$331,255 to salary schedule (*inclusive of 26-27 step-in-column movement*) + \$131,113 increase to H and W contribution + statutory benefits of \$119,481, for a **total fiscal impact of \$581,849**.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 229
TENTATIVE AGREEMENT**

August 4, 2026

The Pacific Grove Unified School ("District") and the California School Employees Association, and its Pacific Grove Chapter 229 ("CSEA"), together referred to as "The Parties," have come to a Tentative Agreement as part of the successor negotiations for the 2026 - 2029 collective bargaining agreement and resolves. The Parties hereby agree to the following:

1. Article II - Wages

- a. For the 2026-2027 fiscal year, a two percent (2%) ongoing, across the board increase to the Classified Salary Schedule.
- b. The wage increase shall be retroactive to July 1, 2026, for all unit members including any unit member who retired on or after July 1, 2026.
- c. Retroactive compensation shall be paid on a separate check no later than October 10, 2026, through the unit member's regular payroll method.

2. Article III - Health Welfare Benefits

- a. The District's contribution toward District-sponsored health and welfare benefit plans shall be increased by \$1,487 for a total maximum contribution of \$15,151.78.
- b. The increase shall be retroactive to July 1, 2026. Unit members, including those who retired on or after July 1, 2026, shall be provided with a refund for premiums paid in excess of the unit member's new monthly contribution.
- c. Refunds shall be paid on a separate check no later than October 10, 2026, through the unit member's regular payroll method.

3. Negotiations shall continue over the language in the following Articles:

- a. Article II Wages
- b. Article III Health and Welfare Benefits
- c. Article IV Vacation Policies
- d. Article VII Promotions and Transfers
- e. Article X Grievance
- f. Article XV Organizational Security, Agency Shop
- g. Article XVII Other Employee Rights
- h. Article XIX Duration
- i. New Article Technology

This Tentative Agreement is subject to CSEA's Policy 610 procedure, adoption by the District Board of Trustees, and is subject to the grievance and arbitration sections of the Parties' collective bargaining agreement.

Date Signed: 8/4/2026

For the District:

Signed by: Buck Roggeman 8/4/2026
Buck Roggeman, Chief Human Resources Officer

Signed by: Joshua R. Jorn 8/4/2026
Joshua R. Jorn, Assistant Superintendent/CBO

Signed by: Linda Adamson 8/4/2026
Linda Adamson, EdD., Superintendent

For CSEA Chapter 229:

Signed by: Jill Houston 8/4/2026
Jill Houston, President/Chair, Negotiations

Signed by: Greg Kelley 8/4/2026
Greg Kelley, 1st Vice President/Negotiations

Signed by: Nargess Akhavi 8/4/2026
Nargess Akhavi, 2nd Vice President/Negotiations

Signed by: 8/4/2026 2:10/263

Christine Gruber

Christine Gruber, Communications Officer/
Negotiations

DocuSigned by: 8/4/2026

Leslie Ternullo

Leslie Ternullo, Past-President/Negotiations

DocuSigned by: 8/4/2026

Sarah Herrera

Sarah Herrera, Labor Relations Representative

Board Cover Sheet

Action/Discussion

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

Meeting Date

Aug 13, 2026

Presenter(s)

Josh Jorn

Assistant Superintendent

Item

Approval of the Tentative Agreement Between Pacific Grove Unified School District and the California School Employees Association (CSEA), Chapter 229, and Acceptance of the AB 1200 Disclosure

Recommendation

Approve the Tentative Agreement between Pacific Grove Unified School District and the California School Employees Association (CSEA), Chapter 229, authorize the Superintendent or designee to execute the agreement, and accept the AB 1200 Disclosure, including the Chief Business Official's certification of the District's ability to meet the financial obligations of the agreement.

Background

The District and the California School Employees Association (CSEA), Chapter 229, have reached a tentative agreement through the collective bargaining process. In accordance with California Government Code Section 3547.5 (AB 1200), the District publicly disclosed the major provisions of the agreement, the associated fiscal impact, and the Chief Business Official's certification of the District's ability to meet the costs of the agreement.

A public hearing was conducted immediately preceding this action item to provide an opportunity for public review and comment.

Information

The tentative agreement reflects the negotiated terms between the District and CSEA Chapter 229 for the applicable contract period. The attached agreement outlines the negotiated changes to compensation, benefits, and other contract provisions.

The accompanying AB 1200 Disclosure details the fiscal impact of the agreement, including both ongoing and one-time costs to include an increase of 2% to salary schedule ongoing, and an increase to the Districts Contribution of \$1,487/employee for a total District Contribution of \$15,151.78 for EE Only.

Board approval will authorize implementation of the negotiated provisions in accordance with the terms of the agreement and applicable law.

Fiscal Impact

2026/27 ▾

\$331,255 to Salary Schedule (inclusive of Step-in-Column), \$119,481 (increase to Statutory), and \$131,113 (increase to Health and Welfare District Contribution) for a **Total Fiscal Impact of \$581,879.**

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED SALARY SCHEDULE
2026/2027**

173.33 hours a month

RANGE	A		B		C		D		E		F	
-----	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
20	3298	\$19.03	3483	\$20.09	3675	\$21.20	3854	\$22.24	4041	\$23.31	4232	\$24.42
21	3392	\$19.57	3571	\$20.60	3756	\$21.67	3944	\$22.75	4144	\$23.91	4340	\$25.04
22	3483	\$20.09	3674	\$21.20	3854	\$22.24	4041	\$23.31	4233	\$24.42	4444	\$25.64
23	3571	\$20.60	3756	\$21.67	3944	\$22.75	4144	\$23.91	4340	\$25.04	4558	\$26.30
24	3674	\$21.20	3854	\$22.24	4041	\$23.31	4233	\$24.42	4444	\$25.64	4694	\$27.08
25	3756	\$21.67	3944	\$22.75	4144	\$23.91	4340	\$25.04	4558	\$26.30	4797	\$27.68
26	3854	\$22.24	4041	\$23.31	4232	\$24.42	4444	\$25.64	4694	\$27.08	4910	\$28.33
27	3944	\$22.75	4144	\$23.91	4340	\$25.04	4558	\$26.30	4797	\$27.68	5041	\$29.08
28	4041	\$23.31	4232	\$24.42	4444	\$25.64	4694	\$27.08	4911	\$28.33	5169	\$29.82
29	4144	\$23.91	4339	\$25.03	4558	\$26.30	4797	\$27.68	5041	\$29.08	5307	\$30.62
30	4232	\$24.42	4444	\$25.64	4696	\$27.09	4910	\$28.33	5169	\$29.82	5411	\$31.22
31	4339	\$25.03	4558	\$26.30	4798	\$27.68	5041	\$29.08	5307	\$30.62	5565	\$32.11
32	4444	\$25.64	4694	\$27.08	4911	\$28.33	5169	\$29.82	5411	\$31.22	5708	\$32.93
33	4556	\$26.29	4797	\$27.68	5041	\$29.08	5307	\$30.62	5565	\$32.11	5857	\$33.79
34	4694	\$27.08	4910	\$28.33	5170	\$29.83	5411	\$31.22	5708	\$32.93	6001	\$34.62
35	4795	\$27.66	5040	\$29.08	5308	\$30.62	5565	\$32.11	5858	\$33.80	6138	\$35.41
36	4910	\$28.33	5168	\$29.82	5413	\$31.23	5708	\$32.93	6001	\$34.62	6307	\$36.39
37	5040	\$29.08	5307	\$30.62	5566	\$32.11	5857	\$33.79	6138	\$35.41	6443	\$37.17
38	5168	\$29.82	5410	\$31.21	5709	\$32.94	6001	\$34.62	6307	\$36.39	6609	\$38.13
39	5307	\$30.62	5565	\$32.11	5859	\$33.80	6138	\$35.41	6443	\$37.17	6779	\$39.11
40	5410	\$31.21	5707	\$32.93	6002	\$34.63	6307	\$36.39	6609	\$38.13	6953	\$40.11
41	5565	\$32.11	5857	\$33.79	6139	\$35.42	6443	\$37.17	6779	\$39.11	7121	\$41.08
42	5707	\$32.93	6001	\$34.62	6308	\$36.39	6609	\$38.13	6953	\$40.11	7313	\$42.19
43	5857	\$33.79	6138	\$35.41	6444	\$37.18	6779	\$39.11	7121	\$41.08	7493	\$43.23
44	6000	\$34.62	6306	\$36.38	6610	\$38.14	6953	\$40.11	7313	\$42.19	7678	\$44.30
45	6138	\$35.41	6442	\$37.17	6780	\$39.12	7121	\$41.08	7493	\$43.23	7846	\$45.27
46	6306	\$36.38	6607	\$38.12	6954	\$40.12	7313	\$42.19	7678	\$44.30	8063	\$46.52
47	6442	\$37.17	6777	\$39.10	7123	\$41.10	7493	\$43.23	7846	\$45.27	8269	\$47.71
48	6607	\$38.12	6952	\$40.11	7314	\$42.20	7678	\$44.30	8063	\$46.52	8470	\$48.87
49	6777	\$39.10	7121	\$41.08	7495	\$43.24	7846	\$45.27	8269	\$47.71	8684	\$50.10
50	6952	\$40.11	7312	\$42.19	7680	\$44.31	8063	\$46.52	8470	\$48.87	8905	\$51.38
51	7120	\$41.08	7493	\$43.23	7847	\$45.27	8269	\$47.71	8684	\$50.10	9118	\$52.60
52	7312	\$42.19	7677	\$44.29	8066	\$46.54	8470	\$48.87	8905	\$51.38	9356	\$53.98
53	7492	\$43.22	7845	\$45.26	8271	\$47.72	8684	\$50.10	9119	\$52.61	9574	\$55.24
54	7677	\$44.29	8062	\$46.51	8473	\$48.88	8905	\$51.38	9356	\$53.98	9832	\$56.72
55	7845	\$45.26	8268	\$47.70	8686	\$50.11	9118	\$52.60	9574	\$55.24	10083	\$58.17
56	8062	\$46.51	8469	\$48.86	8907	\$51.39	9356	\$53.98	9834	\$56.74	10326	\$59.57
57	8268	\$47.70	8683	\$50.10	9120	\$52.62	9574	\$55.24	10083	\$58.17	10567	\$60.96
58	8469	\$48.86	8905	\$51.38	9359	\$54.00	9834	\$56.74	10328	\$59.59	10829	\$62.48
59	8683	\$50.10	9118	\$52.60	9578	\$55.26	10083	\$58.17	10569	\$60.98	11100	\$64.04

Long. inc. of 3% for 10, 15, 20 & 25 years, granted on anniversary of initial date of employment

Inc. 2% eff. 7-1-2002, 3.13% inc. eff. 7-1-2003, 04/05 inc. added to employee benefits.

Inc. of 5.36% eff. 7-1-2005. Inc. of 5% eff. 7-1-2006, Inc. of 3.69% eff. 7-1-2007

Inc. of 2.0% eff. 7-1-2008, Inc. 1.4% eff. 7-1-2010, Inc. of 0.7% eff. 7-1-2011

Inc. of 1.45% eff. 7-1-12, 2.5% eff. 7-1-13, 2.5% eff. 7-1-14, 3.5% eff. 7-1-15, 3.5% eff. 7-1-16

Eff. July 1, 2013 salaries increased 7% and employees will pay their own PERS contribution

3% Eff. July 1, 2017 - 02/01/2018 .5% added = 3.5% eff. 07/01/2017, eff. 07/01/2018 3.2%

2.21% Base Salary inc. eff. 7/1/19, 3% Base Salary inc. eff. 7/1/2020

Eff. 7/1/2021 5% Base Salary inc. and \$1200/yr. H&W inc. 5% Base Salary inc. eff. 7/1/2022

and \$1000/yr. H&W inc. eff. 7/1/22

Eff. 7/1/2023 3.25% salary inc. Eff. 7/1/23 H&W increase of \$3718.78 for a total of \$12223.78

2024/25 - Effective 7/1/24 0% Salary Increase, 0% Health & Welfare Increase. Longevity is now an add-on that compounds. 5% 10 yrs. 10.25% 15 yrs. 15.76% 20 yrs. 21.55% 25 yrs. Negotiate 24/25 on this. - Employees hired prior to 4/9/25 grandfathered in to compounding longevity, those hired after 4/9/25 are a flat 5, 10, 15, 20% per signed TA 4/9/25

2025/26 - Effective 7/1/25 2% Salary Increase, .5% Increase to Health & Welfare (\$1441)

2026/27 - Effective 7/1/26 2% Salary Increase, .5% Increase to Health & Welfare (\$1487)

Date

Joshua Jorn, Assistant Superintendent

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 229
TENTATIVE AGREEMENT**

August 4, 2026

The Pacific Grove Unified School ("District") and the California School Employees Association, and its Pacific Grove Chapter 229 ("CSEA"), together referred to as "The Parties," have come to a Tentative Agreement as part of the successor negotiations for the 2026 - 2029 collective bargaining agreement and resolves. The Parties hereby agree to the following:

1. Article II - Wages

- a. For the 2026-2027 fiscal year, a two percent (2%) ongoing, across the board increase to the Classified Salary Schedule.
- b. The wage increase shall be retroactive to July 1, 2026, for all unit members including any unit member who retired on or after July 1, 2026.
- c. Retroactive compensation shall be paid on a separate check no later than October 10, 2026, through the unit member's regular payroll method.

2. Article III - Health Welfare Benefits

- a. The District's contribution toward District-sponsored health and welfare benefit plans shall be increased by \$1,487 for a total maximum contribution of \$15,151.78.
- b. The increase shall be retroactive to July 1, 2026. Unit members, including those who retired on or after July 1, 2026, shall be provided with a refund for premiums paid in excess of the unit member's new monthly contribution.
- c. Refunds shall be paid on a separate check no later than October 10, 2026, through the unit member's regular payroll method.

3. Negotiations shall continue over the language in the following Articles:

- a. Article II Wages
- b. Article III Health and Welfare Benefits
- c. Article IV Vacation Policies
- d. Article VII Promotions and Transfers
- e. Article X Grievance
- f. Article XV Organizational Security, Agency Shop
- g. Article XVII Other Employee Rights
- h. Article XIX Duration
- i. New Article Technology

This Tentative Agreement is subject to CSEA's Policy 610 procedure, adoption by the District Board of Trustees, and is subject to the grievance and arbitration sections of the Parties' collective bargaining agreement.

Date Signed: 8/4/2026

For the District:

Signed by: Buck Koggeman 8/4/2026
Buck Koggeman, Chief Human Resources Officer

Signed by: Joshua R. Jorn 8/4/2026
Joshua R. Jorn, Assistant Superintendent/CBO

Signed by: Linda Adamson 8/4/2026
Linda Adamson, EdD., Superintendent

For CSEA Chapter 229:

Signed by: Jill Houston 8/4/2026
Jill Houston, President/Chair, Negotiations

Signed by: Greg Kelley 8/4/2026
Greg Kelley, 1st Vice President/Negotiations

Signed by: Nargess Akhavi 8/4/2026
Nargess Akhavi, 2nd Vice President/Negotiations

Signed by: Christine Gruber 8/4/2026
AECDBBAACB15447
Christine Gruber, Communications Officer/
Negotiations

DocuSigned by: Leslie Ternullo 8/4/2026
FB01M2A3C154F9
Leslie Ternullo, Past-President/Negotiations

DocuSigned by: Sarah Herrera 8/4/2026
4C36A76C03EF446
Sarah Herrera, Labor Relations Representative

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District:	Pacific Grove Unified School District
Name of Bargaining Unit:	California School Employees Association
Certificated, Classified, Other:	Classified

The proposed agreement covers the period beginning:	July 1, 2026 (date)	and ending:	June 30, 2027 (date)
The Governing Board will act upon this agreement on:	August 13, 2026 (date)		

This form, along with a copy of the proposed agreement, should be submitted to the County Office at least 10 working days prior to the date the Governing Board will take action. **Please note that school districts with a Qualified or Negative certification pursuant to E.C. section 42131 must allow the COE at least ten (10) working days to review and comment on any proposed agreement.**

A. Proposed Change in Compensation

Compensation		Column 1 Current Year Annual Cost Prior to 2026-27	Fiscal Impact of Proposed Agreement		
			Column 2 FY 2026-27	Column 3 FY 2027-28	Column 4 FY 2028-29
1	Salary Schedule (This is to include Step and Column, which is also reported separately in Item 6.)	\$ 8,500,730	\$ 331,255	\$ -	\$ -
			3.90%	0.00%	0.00%
2	Other Compensation - Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.				
			#DIV/0!	#DIV/0!	#DIV/0!
	Description of other compensation				
3	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,115,467	\$ 119,481	\$ -	\$ -
			3.835%	0.00%	0.00%
4	Health/Welfare Plans	\$ 1,112,805	\$ 131,113	\$ -	\$ -
			11.78%	0.00%	0.00%
5	Total Compensation - Add Items 1 thru 4	\$ 12,729,002	\$ 581,849	\$ -	\$ -
			4.571%	0.00%	0.00%
6	Step and Column - Due to movement plus any changes due to settlement. This is a subset of Item No. 1.	\$ -	\$ 135,426	\$ -	\$ -
7	Total Number of Represented Employees	138.29	141.65		0.00
8	Total Compensation <u>Average</u> Cost per Employee	\$ 92,046	\$ 4,108	#DIV/0!	#DIV/0!
			4.463%	#DIV/0!	#DIV/0!

Pacific Grove Unified School District

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

2% Salary schedule increase effective 07/01/2026

10. What was the negotiated percentage increase: On-Going ☒ OR One-Time ☐

11. Are there reopeners? Yes ☒ No ☐

12. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

13. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

14. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

increase to the Districts Contribution of \$1,487/employee for a total District Contribution of \$15,151.78 for EE Only

- B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

N/A

- C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

Positive impact with salary schedule increase supports District goal of attracting and retaining qualified personnel

Pacific Grove Unified School District

D. What contingency language is included in the proposed agreement?**E. Will this agreement create or increase deficit spending in the current or subsequent year(s)?**

"Deficit Spending" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**G. Source of Funding for Proposed Agreement:****1. Current Year****2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?****3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)**

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Unrestricted General Fund**

Bargaining Unit: California School Employees Association

	Column 1	* Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/04/2026)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
UNRESTRICTED REVENUES				
LCFF Funding Sources (8010-8099)	\$ 43,582,287	\$ -	\$ -	\$ 43,582,287
Remaining Revenues (8100-8799)	\$ 1,017,084	\$ -	\$ -	\$ 1,017,084
TOTAL UNRESTRICTED REVENUES	\$ 44,599,371	\$ -	\$ -	\$ 44,599,371
UNRESTRICTED EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 16,624,441	\$ -	\$ -	\$ 16,624,441
Classified Salaries (2000-2999)	\$ 6,018,939	\$ -	\$ -	\$ 6,018,939
Employee Benefits (3000-3999)	\$ 8,411,851	\$ -	\$ -	\$ 8,411,851
Books and Supplies (4000-4999)	\$ 609,821	\$ -	\$ -	\$ 609,821
Services, Other Operating Expenses (5000-5999)	\$ 4,114,666	\$ -	\$ -	\$ 4,114,666
Capital Outlay (6000-6599)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ (299,221)	\$ -	\$ -	\$ (299,221)
Other Adjustments				
TOTAL UNRESTRICTED EXPENDITURES	\$ 35,480,497	\$ -	\$ -	\$ 35,480,497
OPERATING SURPLUS/(DEFICIT)	\$ 9,118,874	\$ -	\$ -	\$ 9,118,874
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 305,500	\$ -	\$ -	\$ 305,500
Contributions (8980-8999)	\$ (9,217,723)	\$ -	\$ -	\$ (9,217,723)
CURRENT YEAR INCREASE (DECREASE) IN UNRESTRICTED FUND BALANCE	\$ (404,349)	\$ *	\$ -	\$ (404,349)
UNRESTRICTED BEGINNING FUND BALANCE	\$ 4,587,174			\$ 4,587,174
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURR YR UNRESTRICTED ENDING BALANCE	\$ 4,182,825	\$ -	\$ -	\$ 4,182,825
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ 5,000	\$ -	\$ -	\$ 5,000
Committed/Assigned Amounts (9750-9780)	\$ 2,655,488	\$ -	\$ -	\$ 2,655,488
Reserve for Economic Uncertainties (9789)	\$ 1,522,337	\$ -	\$ -	\$ 1,522,337
Unappropriated/Unappropriated Amounts (9790)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Restricted General Fund**

Bargaining Unit:

California School Employees Association

	Column 1	* Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/04/2026)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
RESTRICTED REVENUES				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 5,541,852	\$ -	\$ -	\$ 5,541,852
TOTAL RESTRICTED REVENUES	\$ 5,541,852	\$ -	\$ -	\$ 5,541,852
RESTRICTED EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 3,913,155	\$ -	\$ -	\$ 3,913,155
Classified Salaries (2000-2999)	\$ 3,883,867	\$ -	\$ -	\$ 3,883,867
Employee Benefits (3000-3999)	\$ 5,162,123	\$ -	\$ -	\$ 5,162,123
Books and Supplies (4000-4999)	\$ 625,406	\$ -	\$ -	\$ 625,406
Services, Other Operating Expenses (5000-5999)	\$ 1,020,050	\$ -	\$ -	\$ 1,020,050
Capital Outlay (6000-6599)	\$ 11,964	\$ -	\$ -	\$ 11,964
Other Outgo (7100-7299) (7400-7499)	\$ 122,072	\$ -	\$ -	\$ 122,072
Direct Support/Indirect Cost (7300-7399)	\$ 219,949	\$ -	\$ -	\$ 219,949
Other Adjustments				
TOTAL RESTRICTED EXPENDITURES	\$ 14,958,586	\$ -	\$ -	\$ 14,958,586
OPERATING SURPLUS (DEFICIT)	\$ (9,416,734)	\$ -	\$ -	\$ (9,416,734)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ 9,217,723	\$ -	\$ -	\$ 9,217,723
CURRENT YEAR INCREASE (DECREASE) IN RESTRICTED FUND BALANCE	\$ (199,011)	\$ *	\$ -	\$ (199,011)
RESTRICTED BEGINNING FUND BALANCE	\$ 1,592,002			\$ 1,592,002
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURR YR RESTRICTED ENDING BALANCE	\$ 1,392,991	\$ -	\$ -	\$ 1,392,991
COMPONENTS OF ENDING FUND BALANCE:				
Restricted Amounts (9740)	\$ 1,392,991	\$ -	\$ -	\$ 1,392,991

* Please see question on page 7.

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Combined General Fund**

Bargaining Unit:

California School Employees Association

	2	* Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/04/2026)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ 43,582,287	\$ -	\$ -	\$ 43,582,287
Remaining Revenues (8100-8799)	\$ 6,558,936	\$ -	\$ -	\$ 6,558,936
TOTAL REVENUES	\$ 50,141,223	\$ -	\$ -	\$ 50,141,223
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 20,537,596	\$ -	\$ -	\$ 20,537,596
Classified Salaries (2000-2999)	\$ 9,902,805	\$ -	\$ -	\$ 9,902,805
Employee Benefits (3000-3999)	\$ 13,573,974	\$ -	\$ -	\$ 13,573,974
Books and Supplies (4000-4999)	\$ 1,235,227	\$ -	\$ -	\$ 1,235,227
Services, Other Operating Expenses (5000-5999)	\$ 5,134,715	\$ -	\$ -	\$ 5,134,715
Capital Outlay (6000-6599)	\$ 11,964	\$ -	\$ -	\$ 11,964
Other Outgo (7100-7299) (7400-7499)	\$ 122,072	\$ -	\$ -	\$ 122,072
Direct Support/Indirect Cost (7300-7399)	\$ (79,272)	\$ -	\$ -	\$ (79,272)
Other Adjustments				
TOTAL EXPENDITURES	\$ 50,439,083	\$ -	\$ -	\$ 50,439,083
OPERATING SURPLUS (DEFICIT)	\$ (297,860)	\$ -	\$ -	\$ (297,860)
Transfer In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 305,500	\$ -	\$ -	\$ 305,500
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (603,359)	\$ *	\$ -	\$ (603,359)
BEGINNING FUND BALANCE	\$ 6,179,176			\$ 6,179,176
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -		\$ -	\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ 5,575,816	\$ -	\$ -	\$ 5,575,816
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ 5,000	\$ -	\$ -	\$ 5,000
Restricted Amounts (9740)	\$ 1,392,991	\$ -	\$ -	\$ 1,392,991
Committed/Assigned Amounts (9750-9780)	\$ 2,655,488	\$ -	\$ -	\$ 2,655,488
Reserve for Economic Uncertainties (9789)	\$ 1,522,337	\$ -	\$ -	\$ 1,522,337
Unappropriated/Unappropriated Amounts (9790)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties Percentage	3.00%			3.00%

* Please see question on page 7.

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Adult Education Fund 11**

Enter Bargaining Unit:

California School Employees Association

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/04/2026)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 2,889,178	\$ -	\$ -	\$ 2,889,178
TOTAL REVENUES	\$ 2,889,178	\$ -	\$ -	\$ 2,889,178
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 826,340	\$ -	\$ -	\$ 826,340
Classified Salaries (2000-2999)	\$ 1,436,432	\$ -	\$ -	\$ 1,436,432
Employee Benefits (3000-3999)	\$ 972,639	\$ -	\$ -	\$ 972,639
Books and Supplies (4000-4999)	\$ 63,647	\$ -	\$ -	\$ 63,647
Services, Other Operating Expenses (5000-5999)	\$ 122,215	\$ -	\$ -	\$ 122,215
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 3,421,272	\$ -	\$ -	\$ 3,421,272
OPERATING SURPLUS (DEFICIT)	\$ (532,094)	\$ -	\$ -	\$ (532,094)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (532,094)	\$ *	\$ -	\$ (532,094)
BEGINNING FUND BALANCE	\$ 1,680,945			\$ 1,680,945
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ 1,148,851	\$ -	\$ -	\$ 1,148,851
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ -	\$ -	\$ -	\$ -
Committed/Assigned Amounts (9750-9780)	\$ 1,148,851	\$ -	\$ -	\$ 1,148,851

* Please see question on page 7.

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Child Development Fund 12**

Bargaining Unit:

California School Employees Association

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/04/2026)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 465,533	\$ -	\$ -	\$ 465,533
TOTAL REVENUES	\$ 465,533	\$ -	\$ -	\$ 465,533
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 61,516	\$ -	\$ -	\$ 61,516
Classified Salaries (2000-2999)	\$ 421,570	\$ -	\$ -	\$ 421,570
Employee Benefits (3000-3999)	\$ 265,475	\$ -	\$ -	\$ 265,475
Books and Supplies (4000-4999)	\$ 5,000	\$ -	\$ -	\$ 5,000
Services, Other Operating Expenses (5000-5999)	\$ 6,100	\$ -	\$ -	\$ 6,100
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 11,372	\$ -	\$ -	\$ 11,372
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 771,033	\$ -	\$ -	\$ 771,033
OPERATING SURPLUS (DEFICIT)	\$ (305,500)	\$ -	\$ -	\$ (305,500)
Transfers In and Other Sources (8910-8979)	\$ 305,500	\$ -	\$ -	\$ 305,500
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 0	*	\$ -	\$ 0
BEGINNING FUND BALANCE	\$ 27,515			\$ 27,515
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ 27,515	\$ -	\$ -	\$ 27,515
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ 27,515	\$ -	\$ -	\$ 27,515
Committed/Assigned Amounts (9750-9780)	\$ 0	\$ -	\$ -	\$ 0

* Please see question on page 7.

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Cafeteria Fund 13**

Bargaining Unit:

California School Employees Association

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/04/2026)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ 1,654,810	\$ -	\$ -	\$ 1,654,810
Remaining Revenues (8100-8799)	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ 1,654,810	\$ -	\$ -	\$ 1,654,810
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 651,008	\$ -	\$ -	\$ 651,008
Classified Salaries (2000-2999)	\$ 293,724	\$ -	\$ -	\$ 293,724
Employee Benefits (3000-3999)	\$ 745,500	\$ -	\$ -	\$ 745,500
Books and Supplies (4000-4999)	\$ 47,530	\$ -	\$ -	\$ 47,530
Services, Other Operating Expenses (5000-5999)	\$ 20,000	\$ -	\$ -	\$ 20,000
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ 67,900	\$ -	\$ -	\$ 67,900
TOTAL EXPENDITURES	\$ 1,825,662	\$ -	\$ -	\$ 1,825,662
OPERATING SURPLUS (DEFICIT)	\$ (170,852)	\$ -	\$ -	\$ (170,852)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (170,852)	\$ *	\$ -	\$ (170,852)
BEGINNING FUND BALANCE	\$ 767,977			\$ 767,977
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ 597,125	\$ -	\$ -	\$ 597,125
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ -	\$ -	\$ -	\$ -
Committed/Assigned Amounts (9750-9780)	\$ 597,125	\$ -	\$ -	\$ 597,125

* Please see question on page 7.

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: **Building Fund 21**
 Bargaining Unit: **California School Employees Association**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of 06/04/2026)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ -	\$ -	\$ -	\$ -
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 315,385	\$ -	\$ -	\$ 315,385
Classified Salaries (2000-2999)	\$ 171,115	\$ -	\$ -	\$ 171,115
Employee Benefits (3000-3999)	\$ 470,000	\$ -	\$ -	\$ 470,000
Books and Supplies (4000-4999)	\$ 513,785	\$ -	\$ -	\$ 513,785
Services, Other Operating Expenses (5000-5999)	\$ 4,438,621	\$ -	\$ -	\$ 4,438,621
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 5,908,906	\$ -	\$ -	\$ 5,908,906
OPERATING SURPLUS (DEFICIT)	\$ (5,908,906)	\$ -	\$ -	\$ (5,908,906)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (5,908,906)	\$ *	\$ -	\$ (5,908,906)
BEGINNING FUND BALANCE	\$ 32,516,096			\$ 32,516,096
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ 26,607,190	\$ -	\$ -	\$ 26,607,190
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ 26,606,051	\$ -	\$ -	\$ 26,606,051
Committed/Assigned Amounts (9750-9780)	\$ 1,139	\$ -	\$ -	\$ 1,139

* Please see question on page 7.

Pacific Grove Unified School District

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS UNRESTRICTED FUNDS

Unrestricted General Fund Multiyear Projection
 Bargaining Unit: **California School Employees Association**

	FY 2026-27	FY 2027-28	FY 2028-29
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
UNRESTRICTED REVENUES			
LCFF Funding Sources (8010-8099)	\$ 43,582,287	\$ 45,616,633	\$ 47,123,474
Remaining Revenues (8100-8799)	\$ 1,017,084	\$ 1,024,283	\$ 1,025,973
TOTAL UNRESTRICTED REVENUES	\$ 44,599,371	\$ 46,640,916	\$ 48,149,447
UNRESTRICTED EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 16,624,441	\$ 16,903,757	\$ 17,177,598
Classified Salaries (2000-2999)	\$ 6,018,939	\$ 6,191,198	\$ 6,350,803
Employee Benefits (3000-3999)	\$ 8,411,851	\$ 8,618,190	\$ 8,696,695
Books and Supplies (4000-4999)	\$ 609,821	\$ 615,797	\$ 625,873
Services, Other Operating Expenses (5000-5999)	\$ 4,114,666	\$ 4,060,779	\$ 4,102,366
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ (299,221)	\$ (301,113)	\$ (302,461)
Other Adjustments		\$ -	\$ -
TOTAL UNRESTRICTED EXPENDITURES	\$ 35,480,497	\$ 36,088,608	\$ 36,650,874
OPERATING SURPLUS (DEFICIT)	\$ 9,118,874	\$ 10,552,308	\$ 11,498,573
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 305,500	\$ 310,479	\$ 315,540
Contributions (8980-8999) (Enter as a	\$ (9,217,723)	\$ (8,524,597)	\$ (10,165,269)
CURRENT YEAR INCREASE (DECREASE) IN UNRESTRICTED FUND BALANCE	\$ (404,349)	\$ 1,717,232	\$ 1,017,764
UNRESTRICTED BEGINNING FUND BALANCE	\$ 4,587,174	\$ 4,182,825	\$ 5,900,058
Pri Yr Audit Adjustmnts/Restatements (9793/9795)	\$ -		
UNRESTRICTED ENDING FUND BALANCE	\$ 4,182,825	\$ 5,900,058	\$ 6,917,822
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts (9711-9719)	\$ 5,000	\$ 5,000	\$ 5,000
Committed/Assigned Amounts (9750-9780)	\$ 2,655,488	\$ 4,342,984	\$ 5,334,917
Reserve for Economic Uncertainties (9789)	\$ 1,522,337	\$ 1,552,074	\$ 1,577,905
Unappropriated/Unappropriated Amounts (9790)	\$ -	\$ -	\$ -

WARNING: 9790 Unappropriated Amounts must be positive

Pacific Grove Unified School District

J. CALCULATING THE AVAILABLE RESERVE AMOUNT

1. State Reserve Standard

		FY 2026-27	FY 2027-28	FY 2028-29
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 50,744,583	\$ 51,735,797	\$ 52,596,806
b.	State Standard Minimum Reserve Percentage for this District Enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. or \$88,000)	\$ 1,522,337	\$ 1,552,074	\$ 1,577,904

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 1,522,337	\$ 1,552,074	\$ 1,577,905
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 1,522,337	\$ 1,552,074	\$ 1,577,905
f.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

FY 2026-27

Yes ☒No ☐

FY 2027-28

Yes ☒No ☐

FY 2028-29

Yes ☒No ☐

4. If no, how do you plan to restore your reserves?

Pacific Grove Unified School District

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5 on Page 1 (i.e., increase was partially budgeted), explain the variance below:

Because the Adopted Budget included the 2% salary schedule increase along with increase to the HW cap no budget revisions are necessary

6. Please include any additional comments and explanations of Page 4 as necessary:

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This disclosure document is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. This certification page should be signed by the Superintendent and Chief Business Official at the time of public disclosure. The absence of one or both of the signatures should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources

Expenditures/Other Financing Uses

Ending Balance(s) Increase (Decrease)

Budget Adjustment Increase/(Decrease)

\$	-
\$	-
\$	-

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources

Expenditures/Other Financing Uses

Ending Balance(s) Increase (Decrease)

Budget Adjustment Increase/(Decrease)

\$	-
\$	-
\$	-

Budget Revisions

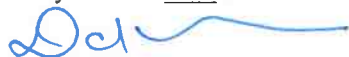
If the district does not adopt all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

☒ I hereby certify ☐ I am unable to certify



District Superintendent
(Signature)

8/4/2026

Date

☒ I hereby certify ☐ I am unable to certify



Chief Business Official
(Signature)

8/4/2020

Date

This image shows a single sheet of bright yellow paper with horizontal black ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slightly textured appearance and is set against a dark background.

M. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

Carly Adams

Contact Person

Date

(831) 646-6516

Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its

meeting on: August 13, 2026 **, took action to approve the proposed Agreement with the**

California School Employees Association

Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

Date

Board Cover Sheet

Action/Discussion

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

Meeting Date

Aug 13, 2026

Presenter(s)

Dr. Linda Adamson
Superintendent

Item

Resolution No. 1201 - Recognizing National Hispanic Heritage Month

Recommendation

The District Administration recommends that the Board review and adopt Resolution Number 1161 recognizing September 15, 2026 through October 15, 2026 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

2026/27 ▾

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

RESOLUTION No. 1201

Resolution Recognizing September 15, 2026 through October 15, 2026 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 13th day of August 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jennifer McNary, President

Beth Shammass, Clerk

Laura Ottmar, 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 13, 2026

Presenter(s)

Buck Roggeman
Chief Human Resources Officer

Item

Adult Education English as a Second Language Teacher - Job Description

Recommendation

The District Administration recommends that the Board review and approve the job description for Adult Education English as a Second Language Teacher.

Background

When the District creates a job description, administration reviews the District needs and adjusts the job description to fit those needs. A job description for Adult Education ESL teacher does not currently exist.

Information

Pacific Grove Adult Education is in the process of hiring an English as a Second Language (ESL) teacher. Administration created this job description, so applicants will have a clear understanding of the position's essential functions, desired qualifications, education and experience requirements, physical requirements, and working conditions. This teacher will provide English language instruction to adult learners from beginning through advanced proficiency. Additionally, instruction includes digital literacy, civics, and workforce readiness among other skills.

Fiscal Impact

This item has no fiscal impact

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION

POSITION TITLE: Adult Education ESL Teacher
--

DEFINITION

Under the supervision of the Adult School Principal and Adult School Program Coordinator, the Adult ESL Teacher provides English as a Second Language (ESL) instruction to adult learners in beginning through advanced proficiency levels, planning and effectively implementing standards-aligned and culturally responsive lessons that meet adult learners' diverse needs. The teacher supports students in developing English language proficiency in listening, speaking, reading, writing, digital literacy, civics, workforce readiness, and academic skills in both in-person and virtual learning environments. The teacher plays a key role in instruction, student assessment, individualized support, and program improvement while maintaining accurate records and engaging in collaborative planning.

ESSENTIAL FUNCTIONS

Duties may include, but are not limited to the following:

- Teach ESL courses aligned with the California English Language Development Standards, English Language Proficiency Standards (ELPS) and College and Career Readiness Standards (CCRS) for Adult Education
- Provide standards-based instruction in listening, speaking, reading, writing, pronunciation, vocabulary, grammar, civics, workforce readiness, and digital literacy
- Teach students at all English proficiency levels, from literacy and beginning ESL through advanced ESL and transition-level courses
- Design and implement instruction that promotes integrated language acquisition, critical thinking, academic readiness, workforce preparation, and civic participation
- Develop engaging, culturally responsive, and standards-aligned lessons for diverse adult learners, including English Learners with interrupted formal education or limited literacy skills
- Differentiate instruction and scaffold learning to support varying language proficiency levels and learning needs within multilevel classrooms
- Integrate educational technology and support blended learning, distance learning, instruction, and independent study
- Provide individualized and small-group instruction in-person and/or online
- Help orient and assist students in establishing educational, career, training, citizenship, and personal language-learning goals
- Assess student progress using approved assessment tools (e.g., CASAS), formative assessments, performance-based assessments, and teacher-designed evaluations
- Monitor measurable skills gains, educational functioning level gains, attendance, persistence, and student achievement outcomes in compliance with state and federal adult education accountability requirements
- Use assessment data to inform instruction, monitor student progress, and support continuous program improvement

- Provide timely, constructive feedback and adapt instruction to meet evolving student needs
- Maintain and report accurate attendance, assessment, and outcomes data through student information systems and state reporting systems
- Develop or adapt curriculum and instructional materials aligned with ESL standards, ELPS, Integrated Education and Training (IET) models, and student goals
- Use a variety of instructional resources including textbooks, authentic materials, online platforms, and teacher-created materials
- Incorporate evidence-based instructional practices consistent with adult learning theory, second language acquisition research, and Universal Design for Learning (UDL)
- Foster inclusive, equitable, trauma-informed, and culturally affirming classroom environments that support student engagement and persistence
- Participate in Professional Learning Communities (PLCs), staff meetings, curriculum development, WASC activities, and ongoing professional development aligned with California Standards for the Teaching Profession (CSTP)
- Collaborate with colleagues, counselors, support staff, administrators, and community partners to support student achievement and program quality
- Partner with staff to support outreach, referrals, transitions, and student support services
- Maintain accurate, organized, and secure student records, including attendance, assessment scores, learning plans, and communication logs, in accordance with FERPA and district policies
- Support development and effective use of program forms, documentation systems, and reporting tools
- Communicate regularly with students regarding assignments, attendance, academic progress, available support services, and transition opportunities
- Assist in planning and coordinating student recognition events, multicultural activities, graduation ceremonies, and program outreach efforts
- Support efforts to increase student enrollment, persistence, transition, and retention through outreach and student engagement activities
- Demonstrate proficiency in using computers, Google Workspace applications, learning management systems, instructional technology platforms, and student information systems

DESIRED QUALIFICATIONS

Knowledge of:

- Experience teaching adult ESL learners in classroom, online, hybrid, or learning environments.
- Demonstrated knowledge of California ELD Standards, ELPS, and CCRS
- Knowledge of second language acquisition theory, adult learning theory, literacy development, and evidence-based ESL instructional practices
- Experience designing standards-aligned instruction and differentiated lessons for multilevel adult ESL classes
- Familiarity with Integrated Education and Training (IET), workforce preparation, civics education, and transition pathways

- Ability to analyze student performance and assessment data to improve instruction and student outcomes
- Demonstrated commitment to equity, inclusion, culturally responsive teaching, and trauma-informed practices
- Experience supporting transitions to postsecondary education, career training, workforce pathways, or citizenship
- Bilingual ability (Spanish or another language commonly spoken in the district) is highly desirable.
- Strong communication, organization, conflict resolution, classroom management, and time-management skills
- Knowledge of District goals as outlined in the PGUSD Local Control and Accountability Plan (LCAP)

Ability to:

- Establish positive rapport with students, staff, parents and community members
- Work effectively with culturally, linguistically, and educationally diverse adult learners
- Create inclusive learning environments that promote student belonging, persistence, and success
- Set goals, develop instructional plans, problem-solve, and support continuous student growth
- Prioritize, organize, and multi-task effectively
- Operate a computer and standard office equipment while utilizing a variety of instructional and data-management software applications
- Establish and maintain working cooperative relationships with students, ~~and~~ school personnel, co-workers and community agencies
- Interpret, apply and explain educational policies and procedures and accountability requirements
- Communicate clearly and effectively in speaking and writing
- Perform under demanding, often stressful situations
- Remain flexible and focused during interruptions and distractions
- Meet deadlines, schedules, compliance requirements, and program goals
- Display tact professionalism and courtesy
- Maintain and improve professional competence through ongoing professional development
- Understand and implement all District safety protocols

EDUCATION AND EXPERIENCE

- Bachelor's Degree from an accredited college or university
- Master's Degree from an accredited college or university highly desired
- Possession of a Valid California Teaching Credential authorizing adult education instruction, including Designated Subjects Adult Education, Single Subject, Multiple Subject, or equivalent authorization
- CLAD authorization or English Learner certification or equivalent certification required
- Experience teaching ESL or English language development to adult learners is preferred.
- Experience delivering instruction in in-person, online, hybrid, or HyFlex learning environments preferred
- Experience with CASAS implementation, California adult education accountability systems, and WIOA Title II programs desirable

PHYSICAL REQUIREMENTS

Incorporated within one or more of the essential functions of the position are the essential physical requirements:

- See, for purposes of working on the computer, reading materials, reports, instructions and other printed materials
- Understand speech at normal levels in person or on the telephone
- Ability to communicate clearly in English so others can understand conversations in person or by telephone
- Sit, stand, and walk for extended periods of time
- Ascend and descend steps
- Operate equipment, computers, copy machines and other office equipment with dexterity
- Think clearly and rationally to solve problems and make sound decisions
- Perform the essential functions of this position in an accurate, neat, and timely manner
- Meet travel requirements of this position, including driving between school sites as needed
- Lift and carry up to 40 pounds
- Physical, mental, and emotional stamina to perform the duties and responsibilities of the position
- Physical agility to push/pull, squat, twist, turn, bend, stoop, and to reach in all directions

WORKING CONDITIONS

- Indoor/Outdoor environment, standing and walking for prolonged periods of time
- Office working environment subject to sitting at a desk for long periods, bending, crouching, kneeling, pushing/pulling of file drawers, reaching in all directions, and prolonged computer use
- School-based setting with occasional district-wide assignments
- May involve travel between sites
- Interaction with adult learners of varying ages, educational backgrounds, language proficiencies, and support needs

NOTE: This list of essential functions and physical requirements is not exhaustive and may be supplemented as necessary in accordance with the requirements of the job. Pacific Grove Unified School District adheres to the provisions of Americans with Disabilities Act regarding reasonable accommodation procedures.

Board Approval:

Board Cover Sheet

Action/Discussion

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

Meeting Date

Aug 13, 2026

Presenter(s)

Dr. Linda Adamson
Superintendent

Item

Proposed Board Meeting(s) Calendar

Recommendation

The District Administration recommends that the Board review and adopt the proposed Board meeting calendar to ensure that all scheduled sessions remain in compliance with the meeting frequency and notification requirements established in Bylaw 9320.

Background

[Board Bylaw 9320](#) governs the scheduling and notification of all Governing Board meetings in accordance with the Brown Act and California Education Code. The policy ensures that district business is conducted in public to encourage community involvement while establishing strict protocols for closed sessions and teleconferencing.

Information

[Board Bylaw 9320](#) mandates specific posting timelines for meeting agendas, including 72 hours for regular meetings and 24 hours for special meetings. The proposed calendar adheres to these mandates and typically schedules regular meetings for the first and third Thursday of each month. Furthermore, the bylaw outlines provisions for remote participation by Board members for just cause or emergency circumstances, provided that a physical quorum is present at the primary location.

Fiscal Impact

N/A

2026/27 ▾

(None) No Fiscal Impact

BOARD MEETING CALENDAR
PACIFIC GROVE UNIFIED SCHOOL DISTRICT
 2026-27 School Year | August-December 2026

DATES	AGENDA ITEMS
Special Meeting Monday Aug 3	☒ Cultural Proficiency/responsiveness Training with Roni Habib
Regular Meeting Thursday Aug 13	☐ Quarterly Facilities Project Updates ☐ Student Enrollment Update ☐ Property Tax Report ☐ Consolidated Application for Federal Funding ☐ Resolution Recognizing September 15-October 15 as National Hispanic Heritage Month
Special Meeting Thursday Aug 27	☐ Board Governance
Regular Meeting Thursday Sep 10	☐ Public Hearing & Resolution: Sufficiency of Instructional Materials for Fiscal Year 2025-26 ☐ CSBA Policy Update – First Reading ☐ Facilities Master Plan Update (Committee Development) ☐ Safety Plan Update ☐ Budget Committee Update ☐ Declaration of Need for Fully Qualified Educators ☐ Resolution for the GANN Limit for 2025-26 ☐ Unaudited Actuals ☐ <i>Quarterly Report #1 - Ed Tech Plan</i>
Special Meeting Thursday Sep 24	• Board Governance • Education Foundation Process (Lou Lozano)
Regular Meeting Thursday Oct 8	• Resolution Proclaiming Week of the School Administrator • FY 2026-27 Budget Revision #1 • PGTA Sunshine List • CSEA Sunshine List • CSBA Policy Update – Approval

	• Resolution Recognizing November as National Native American Heritage Month • Annual Review of Legal Services Costs • Measure A – Series E • Measure D – Series D • Summer Program Presentation • Williams Uniform Complaint Report (Quarterly) • Board Meeting Calendar (August-December 2028)
Special Meeting Thursday Oct 22	• Board Governance
Regular Meeting Thursday Nov 5	• CSBA Policy Update – First Reading • Educational Protection Account Actuals • Review of 2025-26 Data • 2026 State Testing Results
Special Meeting Thursday Nov 19	• Board Governance
Regular Meeting Thursday Dec 10	• Quarterly Facilities Project Updates • First Interim Report • CSBA Board Comments • Election of 2026-27 Board President & Clerk • CSBA Policy Update – <i>Approval</i> • Elected Office Interest Forms Due (Board President/Clerk) • <u>Swearing In – New Board Members</u> • HS Course Catalog – Information Item • MCSBA 2027 Excellence In Education Award • Authorized Agents to Sign School Orders • Committee Representatives: MCSBA CHS City of PG Joint District (Policy/Facilities/Budget) • <i>Quarterly Report #2 - Ed Tech Plan</i>
Special Meeting Thursday Dec 17	• Board Governance •

BOARD MEETING CALENDAR

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

2026-27 School Year | January-July 2027

Note: Session times vary; consult agendas for details.

Regular Meeting Thursday Jan 14, 2027	• Preliminary Enrollment Projection for 2027-28 SY • Resolution Recognizing February as Black History Month • School Accountability Report Cards (SARC) • 2026-27 Audit Report • <i>Williams Uniform Complaint Report (Quarterly)</i> • <i>School Board Member Recognition Month – Proclamation</i>
Special Meeting Thursday Jan 21, 2027	• Board Budget Study Session • Board Governance & Self-Evaluation • District Goals Update
Regular Meeting Thursday Feb 4, 2027	• Budget Development Calendar • <i>Property Tax Update</i>
Regular Meeting Thursday Feb 25, 2027	• <i>Resolution Recognizing March as Women's History Month</i> • <i>CSBA Policy Update – Approval</i> • LCAP 2026-27 Midyear Report
Regular Meeting Thursday Mar 4, 2027	• <u>Personnel Action Presented as Information (RIF)</u> • <u>Non-reelects Resolution</u> • <i>Second Interim</i> • <i>Quarterly Report #3 - Ed Tech Plan</i>
Regular Meeting Thursday Mar 18, 2027	• <i>Superintendent Goals – Midyear Check-In</i> • <i>Curriculum & Textbook Adoption Mapping & Planning</i>
Special Meeting Thursday Mar 25, 2027	• <i>Board Governance</i> • <i>Board Self-Evaluation</i>

	• <u>Board Ethics Training</u>
Regular Meeting Thursday Apr 8, 2027	• Resolution Recognizing May as Asian American Pacific Islander Heritage Month • TRAN Resolution • Resolution Recognizing May as Mental Health Awareness Month • CIF Representatives • <i>National School Principals' Day Resolution (May 1)</i> • <i>Williams Uniform Complaint Report (Quarterly)</i> • <i>Parcel Tax information Item</i>
Special Meeting Thursday Apr 22, 2027	• Employees of the Year Recognition • LCAP Study Session
Regular Meeting Thursday May 6, 2027	• California Day of the Teacher • Bond Program Update - Schedule and Delivery Methods • Week of the CSEA Employee • Retiree Recognition • Begin Superintendent Evaluation • CSBA Policy Update – First Reading • <i>Board Meeting Calendar (January-June 2027)</i> • <i>Refunding Resolution (2015 Series B and 2016), and Resolution for Measure B, Series A)</i> • <i>FCMAT and SSC Information Item</i>
Regular Meeting Thursday May 20, 2027	• Student Board Representative Recognition • Review Governor's Revised Budget • 2027-28 Budget Public Hearing • LCAP Public Hearing/LCAP Board Presentation • Educational Protection Account Resolution Subsequent Year Projections • Resolution Recognizing June as LGBTQ+ Month • Continue Superintendent Evaluation • CSBA Policy Update – Approval • School Plans for Student Achievement (SPSA)
Regular Meeting Thursday Jun 3, 2027	• 2027-28 Budget Public Adoption • Approval of Contracts & Purchase Orders for 2027-28 • Resolution Recognizing Juneteenth • Instructional Material & Curriculum Adoption Plan

	• CA Dashboard Local Indicators • Superintendent Evaluation & Contract • Management Salary Schedule • LCAP Approval • 2027-28 Prequalified Vendors List • 2026-27 Solicitation of Funds • <i>Williams Uniform Complaint Report (Quarterly)</i> • <i>Safety Assessment/Audit – Annual Update</i> • <i>Communications Plan Update</i> • <i>Quarterly Report #4 - Ed Tech Plan</i>
Special Meeting Thursday Jun 17, 2027	• Board Governance
JULY 2027	NO BOARD MEETINGS

Board Cover Sheet

Information/Discussion

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

Meeting Date

Aug 13, 2026

Presenter(s)

Josh Jorn
Assistant Superintendent

Item

Review of the 2025-26 Actual & Preview of 2026-27 FY Estimated Property Tax Revenue

Recommendation

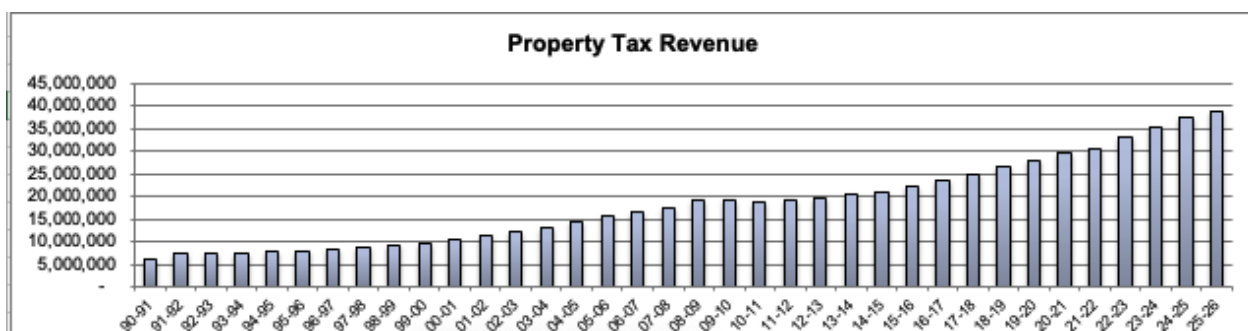
The District Administration recommends that the Board review the information regarding actual property tax revenue for the 2025-26, and property tax revenue projections for 2026-27 fiscal years based on the latest county assessed valuation.

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

2025-26 Actual Property Taxes:

- How did Property Taxes increase compared to the prior year?
 - Actual property tax revenues for 2025-26 were \$39,232,953
 - This was an increase of \$1,790,500 over 2024-25 (up 4.89%).
 - The percentage of assessed valuation growth was close to the adopted budget
- Did Property Taxes meet budgeted expectations?
 - The property taxes more or less meet budget expectations
 - The 2025-26 Adopted Budget (June 2025), the estimated property tax receipts were \$39,001,147.
 - As of the closing of the 2025-26 books, the actual tax receipts through June 2026 were \$39,232,953

2026-27 Property Tax projections:

- What was the projection for the 2026-27 property taxes?
 - The 2026-27 Adopted Budget projected \$40,758,753 in total property tax revenue
- Have the projections changed for 2026-27 as of the August 6th Board Meeting?
 - No. The County Tax Assessor's Office projects Property Tax revenue to increase by 5% over 2025-26
 - 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 2026 Budget Revision #1.

Fiscal Impact

An actual increase of **\$232,806** 2025-26 actual property tax receipts, over the 2025-26 Adopted Budget Projections

Board Cover Sheet

Information/Discussion

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Meeting Date

Aug 13, 2026

Presenter(s)

Josh Jorn
Assistant Superintendent

Item

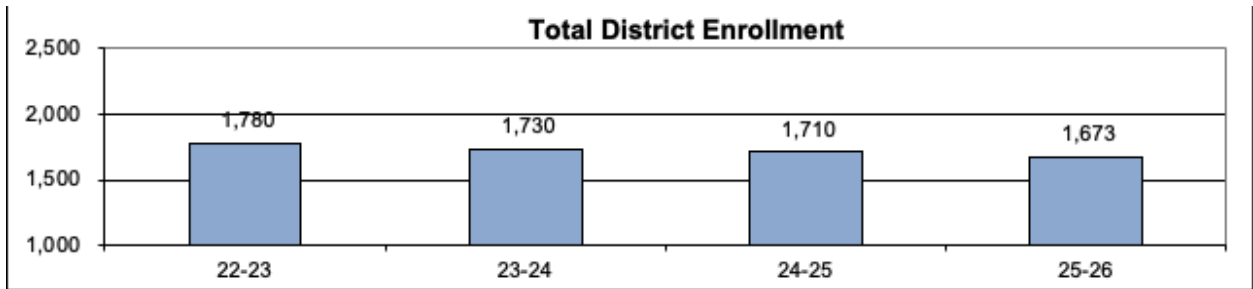
Review of District Enrollment for the First Day of School & Overall Projections (2026-27 SY)

Recommendation

The District Administration recommends that the Board review the information regarding enrollment for the first day of school and overall projections for the 2026-27 school year.

Background

For a 4-year period, the California Basic Educational Data System (CBEDS) average daily attendance (ADA) numbers have been in a steady (5-6%) decline, and are as follows:



Information

Total District **active** enrolled students for the 2026-27 school year is **1655 students**

Note: active totals are active students in the Synergy Student Information System as of July 23, 2026.

Total District **projected** enrollment for 2026-27 school year is **1689 students** 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 23, 2026.

Class size **projected total** enrollment on August 5th, 2026, the first day of school all sites:

Grade Level	Number of Classes	Students Enrolled Aug 6th
Forest Grove Elementary School		
UPK	1	4

TK	2	28
Kindergarten	2	31
1st Grade	2	46
2nd Grade	2	46
3rd Grade	2	48
4th Grade	2	43
5th Grade	3	65
Totals at FGE	16 Classes	311 Students
<i>*Average Class Size 18.6</i>		
Robert H. Down Elementary School		
TK	2	47
Kindergarten	2	45
1st Grade	3	70
2nd Grade	3	59
3rd Grade	2	46
4th Grade	3	58
5th Grade	3	77
Totals at RHD	18 Classes	402 Students
<i>*Average Class Size 22.3</i>		
Pacific Grove Middle School		
6th Grade		117
7th Grade		133
8th Grade		139
Totals at PGMS		389 Students
Pacific Grove High School		
9th Grade		143
10th Grade		144
11th Grade		131
12th Grade		127
Totals at PGHS		546 Students

Pacific Grove Community High School		
Totals PGCHS 9th - 12th Grade		7 Students
PGUSD Totals 26-27		1,655 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.

2026/27 ▾

(None) No Fiscal Impact

Program/Grant

N/A

Board Cover Sheet

Information/Discussion

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

Meeting Date

Aug 13, 2026

Presenter(s)

Jon Anderson
Director of Maintenance Operations & Transportation

Item

Quarterly Facilities Update/ Projects Update

Recommendation

The District Administration recommends that the Board review and enjoy this informational presentation of the Quarterly M.O.T. Update & Districtwide Summer Projects.

Background

This year multiple high level projects were publicly bid and a multitude of projects were also developed to be performed by our own inhouse crew and some CUPCCAA contractors.

Information

Through a combined effort of M.O.T. and our Contract Management team an unbelievable amount of work has been completed in record time. Also included in this presentation is an update on the accomplishments of the entire M.O.T. team over the past quarter.

Fiscal Impact

2025/26 ▾

Fund 14, Fund 21 & Fund 40▾



Facilities Work Requests

199 Total Work Requests

This Quarter

Robert Down Elementary	104
PG High	37
Forest Grove Elementary	17
PG Adult Ed	17
PG Middle	13
David Ave	7
District office	4



Transportation



36

Field Trips

Including summer trips for the ELOP program and summer school.

58

School Riders

Regular home to school riders served during the 25/26 school season.



Operations



19

Facility Reservations

Summer Season



Key Activities & Programs Supported

- ✓ City of Pacific Grove Recreation Program
- ✓ The Wave Program
- ✓ District Summer Activities



Pacific Grove High School

256/263

Completed Projects

- **Parking lot resurfacing**
- **Robotics Carpet phase I**
- **Culinary Pantry Tile Floor**
- **Lunch Concrete Area**
- **New Recycled Plastic Picnic Tables**
- **Locker Room Sewer Repair**
- **Rear Site Security Fencing**





Pacific Grove Middle School

Completed Projects

- **New Stair Treads**
- **Exterior Painting**
- **New Recycled Plastic Picnic Tables**
- **Rear Site Security Fencing**





Forest Grove Elementary

258/263

Completed Projects

- Upgraded play surface & landscaping
- Amphitheater & ADA Ramp
- Library Exterior Paint
- Water & Sewer Line Replacement
- Staff Parking Lot Resurfacing
- Admin Office LVP Flooring
- New Recycled Plastic Picnic Tables





Robert Down Elementary

259/263

Completed Projects

- **Site Improvements**
ADA ramp, play surface, landscaping, storm water diversion
- **C-Wing Restroom Upgrade**
New vinyl flooring & partitions
- **Library HVAC**
- **New Fire Alarm System**
- **Copy Room & Classroom Carpet**





Pacific Grove Adult School

260/263

Adult Transitions Room Upgrades

- New LVP Flooring
- Interior Painting
- Cabinets & Countertops



David Ave Campus

Completed Projects

- Phase II Exterior Painting
- New Rain Gutters



Board Cover Sheet

Information/Discussion

- ☒ Credibility & Communication
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- ☒ Fiscal Solvency, Accountability & Integrity

Meeting Date

Aug 13, 2026

Presenter(s)

Dr. Linda Adamson
Superintendent

Item

Future Agenda Items

Recommendation

The District Administration recommends that the Board review the Future Agenda Items list and provide direction regarding the addition, prioritization, or scheduling of items for upcoming meetings.

Background

[Bylaw 9323: Meeting Conduct](#) serves as the regulatory framework for Board operations and public engagement. Adopted in 2006 and revised in 2023, it ensures compliance with the Ralph M. Brown Act and California Education Code. The bylaw prioritizes meeting efficiency – establishing a 10:00 p.m. adjournment goal – and codifies the Board President's authority to maintain order while protecting the public's right to address the Board.

Information

Bylaw 9323 balances legal compliance with efficient governance through the following mandates:

- Operational Efficiency: Meetings adjourn by 10:00 p.m. unless extended by a majority; all actions require a majority vote of the full Board.
- Participation Standards: Public comments are limited to 3 minutes (6 for translated testimony). While the Board cannot deliberate on non-agendized items, it may direct staff to place matters on a future agenda.
- Conduct & Oversight: The Board President manages the floor to prevent "actual disruption" while ensuring the public's right to record and offer criticism is protected.

Fiscal Impact

2026/27 -

(None) No Fiscal Impact

Future Agenda Items

Item	Requested	Status/Action Plan Notes	Presented/ Agendized	Notes	Admin. Resolved
Fiscal Resources	February 26, 2026	Inquiry submitted to FCMAT and SSC for scoping, timeline, and cost associated with external agency review. Information Item will be presented at a meeting in April to highlight process, timeline, request scope definition from the Board and review estimated cost if the Board were to pursue one or both as an option	☒	Ongoing	☐
Facility Use Agreement Contracts	April 9, 2026	A trustee requested that we bring forward copies of the District's facility use contracts for review, along with an overview of the process for requesting use of PGUSD facilities. This will also include information on where these materials and procedures are accessible on the District website.	☒	Added to August Policy Committee Meeting	☐
Discussion re: Board Town Hall: Information on Running for the Board of Education	June 4, 2006	A trustee requested that we discuss a possible date to hold an informational community forum in the summer intended to provide information to the community on what it entails to run for the Board of Education. We will add this discussion to our June 18th board meeting as part of our governance discussion.	☒	Special Board Meeting/Public Forum held on July 9th	☒

Updated: Aug 5, 2026