

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
REGULAR MEETING**

Trustees

*Tony Sollecito, President  
John Thibeau, Clerk  
Debbie Crandell  
John Paff  
Bill Phillips  
Lela Hautau, Student Rep*

**DATE:** Thursday, August 21, 2014

**TIME:** 7:00 p.m. Open Session

**LOCATION:** District Office – Jessie Bray Conference Room  
435 Hillcrest Avenue  
Pacific Grove, CA 93950

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

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

**AGENDA AND ORDER OF BUSINESS**

**I. OPENING BUSINESS**

- A. Call to Order
- B. Roll Call
- C. Adoption of Agenda
- D. Pledge of Allegiance

**II. COMMUNICATIONS**

- A. Written Communication
- B. Board Member Comments
- C. Superintendent Report

**III. RECOGNITION**

Recognizing Stefanie Pechan for her recent nomination for the 2014 Presidential Awards for Excellence in Mathematics and Science Teaching (PAEMST).

**IV. 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 may limit comments to no more than three (3) minutes for each agenda or non-agenda item; a total time for public input on each item is 20 minutes, pursuant to Board Policy 9323. Public comment will also be allowed on each specific action item prior to Board action thereon. 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.*

**V. CONSENT AGENDA**

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

A. <u>Minutes of June 3, 2014 Regular Board Meeting</u>	Page 6
Recommendation: (Ralph Gómez Porras) Approval of minutes as presented.	
B. <u>Minutes of June 5, 2014 Special Board Meeting</u>	9
Recommendation: (Ralph Gómez Porras) Approval of minutes as presented.	
C. <u>Certificated Assignment Order #1</u>	14
Recommendation: (Billie Mankey) The administration recommends adoption of Certificated Assignment Order #1.	
D. <u>Classified Assignment Order #1</u>	18
Recommendation: (Billie Mankey) The administration recommends adoption of Classified Assignment Order #1.	
E. <u>Acceptance of Donations</u>	20
Recommendation: (Rick Miller) The District Administration recommends that the Board approve acceptance of the donations.	
F. <u>Out of State/Overnight</u>	21
Recommendation: (Rick Miller) The Administration recommends that the Board approve or receive the request as presented.	
G. <u>Warrant Schedules No. 549 and 550</u>	23
Recommendation: (Rick Miller) As Assistant Superintendent for Business Services, I certify that I have reviewed the attached warrants for consistency with the District's budget, and purchasing and accounting practices and therefore, recommend Board approval.	
H. <u>Revolving Cash Report No. 13 and No. 1</u>	26
Recommendation: (Rick Miller) As Assistant Superintendent for Business Services, I have reviewed the Revolving Cash payments for consistency with District budget policy and accounting practices and certify their consistency and recommend approval of the payments by the Board.	

- I. Cash Receipts Report No. 13 and No. 1 29  
 Recommendation: (Rick Miller) As Assistant Superintendent for Business Services, I have reviewed the receipt and deposit of the identified Cash Receipts for consistency with District policies and procedures and certify that the actions have been appropriately conducted. I recommend Board approval of the Cash Receipts.
- J. Acceptance of Quarterly Treasurer’s Report 32  
 Recommendation: (Rick Miller) The Administration recommends that the Board accept the Quarterly Treasurer’s Report for the quarter ending June 30, 2014.
- K. Agreement for Legal Services, 2014-15 46  
 Recommendation: (Ralph Gómez Porras) Administration recommends the Board approve the agreement for legal services with Lozano Smith.
- L. Approval of Membership for California School Board Association 50  
 Recommendation: (Ralph Gómez Porras) It is recommended that the Board approve this membership for California School Board Association dues for 2014-15 in the amount of \$6,739.
- M. Approval of California School Board Association GAMUT Online Service Agreement 54  
 Recommendation: (Ralph Gómez Porras) It is recommended that the Board approve California School Board Association (CSBA) GAMUT Online Service Agreement dues for 2014-15 in the amount of \$2,000.00.
- N. Approval of 2014-15 MCOE Internet and Tech Support Services MOU 59  
 Recommendation: (Bruce Cates) The Administration recommends that the Board approve the 2014-15 Memo of Understanding (MOU)s with MCOE for Wide Area Network Services and Internet Access Services and Optional Services to maintain our router. These agreements provide annual network support, allow the school sites to continue with the current internet service and to participate in upgraded internet service once installed.
- O. 2014-15 Consolidated Application for Funding, Part 1 94  
 Recommendation: (Ana Silva) The Administration recommends approving the 2014-2015 Consolidated Application for Funding, Part 1 as presented.
- P. Local Educational Agency Plan Addendum 102  
 Recommendation: (Ana Silva) The administration recommends approval of the Local Educational Agency Plan Addendum for 2014-2015.
- Q. Professional Development Contract for Dr. Bonnie McGrath at Forest Grove 112  
 Recommendation: (Craig Beller) Approval of the contract for Dr. McGrath to provide Professional Development for Forest Grove teachers during the 2014-2015 school year. While the contract shows an effective start date of July 28, 2014, work with Dr. McGrath will not begin until September 2, 2014.
- R. Contract for Professional Development for Common Core Implementation 116  
 Recommendation: (Ana Silva) The administration recommends approval of the contract with McGrath Consulting Group for the 2014-2015 school year. While the contract shows an effective start date of July 28, 2014, work with Dr. McGrath will not begin until September 2, 2014.

- S. Updated Admission Regulation 5111 120  
Recommendation: (Ralph Gómez Porras) Administration recommends that the Board approve the revised Admission Regulation §5111, as presented.
- T. Contract with Families First for Speech and Language Therapy Services 125  
Recommendation: (Clare Davies) It is recommended that the Board approve the contract.
- U. Contract with Families First for Occupational Therapy Services 128  
Recommendation: (Clare Davies) It is recommended that the Board approve the contract.
- V. 2014-15 Brandman University Early Childhood Education Fieldwork Site Agreement 131  
Recommendation: (Billie Mankey) The administration recommends the approval of participating with Brandman University Early Childhood Education Fieldwork Site Agreement.
- W. Annual Contract with the U.C. Santa Cruz Student Teacher Program 136  
Recommendation: (Billie Mankey) The administration recommends the approval of participating with U.C. Santa Cruz Student/Master Teacher Program in the effort to support new teachers entering the teaching profession.
- X. Annual Contract with CSUMB's Internship Credential Program 140  
Recommendation: (Billie Mankey) The administration recommends the approval of this annual contract with the CSUMB University Internship Credential Program.
- Y. Annual Contract with Brandman University's Internship Credential Program 145  
Recommendation: (Billie Mankey) The administration recommends the approval of this annual contract with the Brandman University Internship Credential Program.

Move: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

**VI. PUBLIC HEARING**

- Public Hearing for Tentative Agreement with CSEA for 2013-14 and 2014-15 158  
Recommendation: (Ralph Gómez Porras and Rick Miller) The Administration recommends that the Board hold a public hearing for a Tentative Agreement between the Pacific Grove Unified School District and the California School Employees Association (CSEA).

Open Public Hearing: \_\_\_\_\_ Close Public Hearing: \_\_\_\_\_

**VII. ACTION/DISCUSSION**

- A. Approval of Resolution #948 Authorizing State Preschool Contract 162  
Recommendation: (Rick Miller) The District Administration recommends that the Board Approve this Resolution which will allow the District to continue to offer the State Preschool Program for the 2014-15 school year, subject to ongoing review to verify that program expenses do not exceed State funding.

Move: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call Vote: \_\_\_\_\_

- B. Approval Resolution #949 for the Gann Limits for 2013-14 and 2014-15 165  
Recommendation: (Rick Miller) The District Administration recommends that the Board Approve Resolution #949 for the Gann Limit calculation.

Move: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call Vote: \_\_\_\_\_

- C. Board Calendar/Future Meetings 170  
Recommendation: (Ralph Gómez Porras) The Board review and possibly modify the schedule of meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

Move: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

### **VIII. INFORMATION/DISCUSSION**

- A. Review of Property Tax Revenue for 2013-14 172  
Recommendation: (Rick Miller) The District Administration recommends that the Board review the attached information regarding receipts of Property Tax Revenue for 2013-14.

Board Direction: \_\_\_\_\_

- B. Review of District Enrollment Report for 2014-15 175  
Recommendation: (Rick Miller) The District Administration recommends that the Board review the attached information regarding Enrollments for 2014-15.

Board Direction: \_\_\_\_\_

- C. Future Agenda Items 177  
Recommendation: (Ralph Gómez Porras) The Board review the list of items, and direct Administration to add items to the list and/or schedules items for a particular agenda.

Board Direction: \_\_\_\_\_

### **IX. ADJOURNMENT**

Next regular meeting: September 4, 2014 – Forest Grove

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION  
Minutes of Special Meeting of June 3, 2014 – District Office

**I. OPENED BUSINESS**

- A. Called to Order 6:06 p.m.
- B. Roll Call
- |                         |                                 |
|-------------------------|---------------------------------|
| President:              | Trustee Sollecito               |
| Clerk:                  | Trustee Thibeau                 |
| Trustee Present:        | Trustee Paff                    |
| Trustees Absent:        | Trustee Crandell                |
|                         | Trustee Phillips                |
| Administration Present: | Superintendent Porras           |
|                         | Assistant Superintendent Miller |
| Board Recorder:         | Mandi Freitag                   |
- C. Adopted Agenda

**MOTION Paff/Thibeau to adopt agenda as presented.**

**Public comment: none**

**Motion CARRIED 3 – 0**

**I. CLOSED SESSION**

A. Identify Closed Session Topics

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

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2013/14 [Gov't Code Section 3549.1 (d)] Executive session between the public school employer and its designated representatives, Ralph Gómez Porras and Rick Miller, for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2013/14. [Gov't Code Section 3549.1 (d)] Executive session between the public school employer and its designated representatives, Ralph Gómez Porras and Billie Mankey, for the purpose of giving direction and updates.
3. Planning and Preparation Meet and Confer: Confidential – Classified Management
4. Planning and Preparation Meet and Confer: Management
5. Planning and Preparation Meet and Confer: Adult School Certificated Employees
6. Conference with Labor Negotiators – Superintendent employment contract for 2013/14; public school employer and its designated representatives: Tony Sollecito, Board President and John Thibeau, Board Clerk [Gov. Code §54957.6]
7. Conference with Labor Negotiators – Assistant Superintendent employment contract for 2013/14; public school employer and its designated representatives: Ralph Gómez Porras, Superintendent [Gov. Code §54957.6]

- B. Public comment on Closed Session items None

C. Adjourn to Closed Session 6:10 p.m.

III. **RECONVENE IN OPEN SESSION** 7:00 p.m.

A. Report action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA  
The Board received information.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA  
The Board received information.
3. Planning and Preparation Meet and Confer: Confidential – Classified Management  
The Board received information.
4. Planning and Preparation Meet and Confer: Management  
The Board received information.
5. Planning and Preparation Meet and Confer: Adult School Certificated Employees  
The Board received information.
6. Conference with Labor Negotiators – Superintendent employment contract  
The Board received information.
7. Conference with Labor Negotiators – Assistant Superintendent employment contract  
The Board received information.

B. Pledge of Allegiance Led By: Trustee Sollecito

IV. **PUBLIC HEARING I**

Public Hearing for District Budget for 2014-15

Open Public Hearing: 7:00 p.m.

Close Public Hearing: 7:30 p.m.

Miller presented information to the Board and public on the District Budget for 2014-15. The Board discussed this item.

**Public comment: None**

V. **PUBLIC HEARING II**

Public Hearing for Local Control Accountability Plan (LCAP)

Open Public Hearing: 7:30 p.m.

Close Public Hearing: 8:00 p.m.

Ana Silva presented information to the Board and public on Local Control Accountability Plan. The Board discussed this item. Sollecito and Porrás both acknowledged Silva’s hard work on the project.

**Public comment: None**

**VI. PUBLIC HEARING III**

Public Hearing for Tentative Agreement with Pacific Grove Teacher's Association (PGTA) for 2013-14 and 2014-15

Open Public Hearing: 8:00 p.m.

Close Public Hearing: 8:02 p.m.

**Public comment: None**

**VII. ADJOURNMENT**

8:02 p.m.

Approved and submitted:

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Dr. Ralph Gómez Porras  
Secretary to the Board

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION  
Minutes of Regular Meeting of June 5, 2014 – District Office

**I. OPENED BUSINESS**

- A. Called to Order 6:30 p.m.
- B. Roll Call
- |                         |                                 |
|-------------------------|---------------------------------|
| President:              | Trustee Sollecito               |
| Clerk:                  | Trustee Thibeau                 |
| Trustees Present:       | Trustee Crandell                |
|                         | Trustee Paff                    |
|                         | Trustee Phillips                |
| Administration Present: | Superintendent Porras           |
|                         | Assistant Superintendent Miller |
| Board Recorder:         | Mandi Freitag                   |
- C. Adopted Agenda

Changes to the agenda include a revised Certificated Assignment Order, as well as a walk-on contract for Community Human Services.

**MOTION Crandell/Thibeau to adopt agenda as revised.**

**Public comment: none**

**Motion CARRIED 5 – 0**

**II. CLOSED SESSION**

- A. Identified Closed Session Topics
1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2013/14 [Gov't Code Section 3549.1 (d)] Executive session between the public school employer and its designated representatives, Ralph Gómez Porras and Rick Miller, for the purpose of giving direction and updates.
  2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2013/14. [Gov't Code Section 3549.1 (d)] Executive session between the public school employer and its designated representatives, Ralph Gómez Porras and Billie Mankey, for the purpose of giving direction and updates.
  3. Planning and Preparation Meet and Confer: Confidential – Classified Management
  4. Planning and Preparation Meet and Confer: Management
  5. Planning and Preparation Meet and Confer: Adult School Teacher Salary Agreement
  6. Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957].
  7. Conference with Labor Negotiators – Assistant Superintendent employment contract for 2013/14; public school employer and its designated representatives: Ralph Gómez Porras, Superintendent [Gov. Code §54957.6]
  8. Conference with Labor Negotiators – Superintendent employment contract for 2013/14; public school employer and its designated representatives: Tony Sollecito, Board President and John Thibeau, Board Clerk [Gov. Code §54957.6]

B. Public comment on Closed Session Topics none

C. Adjourned to Closed Session 6:32 p.m.

**III. RECONVENED IN OPEN SESSION** 7:07 p.m.

A. Reported action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA  
No new information.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA  
No new information.
3. Planning and Preparation Meet and Confer: Confidential – Classified Management  
No new information.
4. Planning and Preparation Meet and Confer: Management  
No new information.
5. Planning and Preparation Meet and Confer: Adult School Teacher Salary Agreement  
The Board discussed this matter and gave direction to staff.
6. Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]  
The Board discussed this matter and voted unanimously to non-reelect the employee.
7. Conference with Labor Negotiators – Assistant Superintendent employment contract  
No new information.
8. Conference with Labor Negotiators –Superintendent employment contract  
No new information.

B. Pledge of Allegiance Led By: Trustee Paff

**IV. COMMUNICATIONS**

A. Written Communication  
None.

B. Board Member Comments  
Sollecito, Thibeau, Crandell and Paff all enjoyed the graduation ceremonies.

C. Superintendent Report  
Porras congratulated the administrators for the wonderful graduations, acknowledging Barbara Martinez who had two graduations. Porras also thanked Director Cindy Gallo for being a champion for our students.

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

Tom Moore of Monterey Peninsula Soccer League presented a check for \$2,625 for the boys soccer program and another check for \$2,035 for women's programs. Moore thanked the Board for their cooperation.

Principal Matt Bell acknowledged the basketball team currently in Australia, as well as thanked two recent donations; the first from Kind World Foundation for \$5,000 and the other from Pebble Beach Foundation for \$10,000.

Diane Beron of the State Preschool spoke about the programs.

Assistant Principal Sean Keller discussed the exit exam results, informed the Board that the Pathways grants was not awarded to Pacific Grove Unified School District, and spoke about working with the Red Cross to possibly establish the high school location as a disaster relief for the community.

Martinez spoke to the Board about the moving graduation ceremony at juvenile hall.

Principal Craig Beller thanked Miller for his help on the Forest Grove projects.

## VI. PRESENTATION

Chevron presented analysis of District energy needs, along with recommendations for additions of solar power.

## VII. CONSENT AGENDA

- A. Minutes of May 15, 2014 Regular Board Meeting
- B. Certificated Assignment Order #15
- C. Classified Assignment Order #13
- D. Revolving Cash Report No. 12
- E. Cash Receipts Report No. 12
- F. Acceptance of Donations
- G. Warrant Schedules No. 548
- H. Quarterly Report on Williams Uniform Complaints
- I. Updated Board Policy Uniform Complaint Procedures #1312.3
- J. Acceptance of Quarterly Treasurer's Report
- K. Purchase of a 78 Passenger School Bus
- L. Pacific Grove High School Single Plan for Student Achievement for 2014-15
- M. Robert H. Down Elementary School Single Plan for Student Achievement for 2014-15
- N. Forest Grove Elementary 2014-15 Single Plan for Student Achievement
- O. Contract with Families First Occupational Therapy
- P. Contract with Christine Warde
- Q. Transitional Kindergarten-5<sup>th</sup> Grade "My Math" Adoption

Paff requested items L, M and N be pulled.

**MOTION Paff/Thibeau to approve consent agenda as amended including items A-K, O-Q.**

**Public comment: none**

**Motion CARRIED 5 – 0**

Paff spoke about the Single Plan for Student Achievements, noting they were dense, fuzzy and would like to see more specificity in the plans. Board discussed.

**MOTION Thibeau/Paff to approve consent agenda items L, M and N.**

**Public comment: none**

**Motion CARRIED 5 – 0**

**VIII. ACTION/DISCUSSION**

A. Master Contract and ISA with Edgewood Center for Children and Families

**MOTION Crandell/Thibeau to approve the Contract and ISA with Edgewood Center for Children and Families.**

**Public comment: none**

**Motion CARRIED 5 – 0**

B. Special Education Contracts for 2014-15

**MOTION Paff/Thibeau to approve Special Education Contracts for 2014-15.**

**Public comment: none**

**Motion CARRIED 5 – 0**

**Walk-On Item**

B-1. Contract with Community Human Services

**MOTION Crandell/Thibeau to approve Contract for Community Human Services.**

**Public comment: none**

**Motion CARRIED 5 – 0**

C. Adoption of the 2014-15 District Budget

**MOTION Phillips/Thibeau to adopt the 2014-15 District Budget.**

**Public comment: none**

**Motion CARRIED 5 - 0**

D. Adoption of Local Control Accountability Plan (LCAP)

**MOTION Thibeau/Crandell to adopt the Local Control Accountability Plan.**

**Public comment: none**

**Motion CARRIED 5 – 0**

E. Approval of Tentative Agreement with Pacific Grove Teacher's Association (PGTA) for 2013-14 and 2014-15

**MOTION Crandell/Paff to approve the Tentative Agreement with Pacific Grove Teacher's Association for 2013-14 and 2014-15.**

**Public comment: none**

**Motion CARRIED 5 – 0**

F. Approval of PGUSD Management Team Salary Agreement

**MOTION Crandell/Phillips to approve the PGUSD Management Team Salary Agreement.**

**Public comment:**

**Bell expressed gratitude on behalf of the management team.**

**Motion CARRIED 5 – 0**

G. Approval of PGUSD Confidential Team Salary Agreement

**MOTION Crandell/Paff to approve the PGUSD Confidential Team Salary Agreement.  
Public comment:  
Porras read a letter on behalf of the confidential team.  
Motion CARRIED 5 – 0**

H. Approval of the Pacific Grove Adult Education Teachers Compensation Adjustment

**MOTION Crandell/Phillips to approve the Pacific Grove Adult Education Teachers Compensation Adjustment of a 5% increase.  
Public comment: none  
Motion CARRIED 5 - 0**

I. Approval of Amendments to the Assistant Superintendent’s 2014-15 Contract and Compensation Adjustments

**MOTION Thibeau/Paff to approve amendments to the Assistant Superintendent’s 2014-15 Contract and Compensation Adjustments.  
Public comment: none  
Motion CARRIED 5 – 0**

J. Approval of Amendments to the Superintendent’s 2014-15 Contract and Compensation Adjustment

**MOTION Thibeau/Crandell to amendments to the Superintendent’s 2014-15 Contract and Compensation Adjustment.  
Public comment: none  
Motion CARRIED 5 – 0**

K. Board Calendar/Future Meetings, January – June, Tentative August- December 2014/15

**No action taken.**

**IX. INFORMATION/DISCUSSION**

A. Future Agenda Items

Elementary School Reconfiguration (Oct)  
Pebble Beach Housing discussion (pending county consideration)

Paff- Add PSAT fund as an Information/Discussion item.  
Thibeau- Salary schedule subs earlier in the year. Board to approve key District employees to hire.

**X. ADJOURNED**

8:27 p.m.

Approved and submitted:

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Dr. Ralph Gómez Porrás  
Secretary to the Board

**SUBJECT:** Certificated Assignment Order #1

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

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**RECOMMENDATION:**

The administration recommends adoption of Certificated Assignment Order #1.

**BACKGROUND:**

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

**INFORMATION:**

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

**FISCAL IMPACT:**

Funding has been approved and allocated for these items.

<b>PACIFIC GROVE UNIFIED SCHOOL DISTRICT</b> <b>CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 1</b> <b>August 21, 2014</b>
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**APPOINTMENT:**

Clare Davies, District Director of Special Education and Student Services, Management Salary Schedule, Step 5, 220 day calendar, effective July 28, 2014 (replaces retiree Cindy Gallo)

Amanda Mello, PGHS Science Teacher, Full-time, 1.0 FTE, Column IV, Step 6, effective August 4, 2014 (replaces Lydia Cummins who resigned)

Alex Morrison, District/PGHS Library-Media Teacher (Librarian), Full-time, 1.0 FTE, Column IV, Step 2 +MA, effective August 4, 2014 (replaces retiree Carolyn Hawes)

Natasha Pignatelli, PGHS Science and Study Hall Teacher, Part-time, 0.60 FTE, Column V, Step 1, effective August 4, 2014 (replaces Adrienne D'Amico who was reassigned)

Laura Rivera, District Speech Teacher, Full-time, 1.0 FTE, Column VI, Step 9 +MA, effective August 4, 2014 (replaces retiree Sue Beveridge)

**TEMPORARY APPOINTMENT:**

Jennifer Erickson, PGHS Culinary Arts Teacher, Temporary, Part-time, 0.60 FTE, Column III, Step 1, effective August 4, 2014 (replaces retiree Adrian Schueneman)

Sally Richmond, PGHS Math Teacher, Part-time, 0.60 FTE, Column VI, Step 1 + MA, effective August 4, 2014 (replaces Nan Lemmon during math coach assignment)

Alice Bowhay, RDE Intervention Teacher, Part-time, 0.50 FTE, Column IV, Step 9, +MA (placement is unofficial until official transcripts are received), effective August 15, 2014 (replaces Kate Bitter during leave of absence)

Eugene Strangeo, Educational Translator for Curriculum and Special Education, paid per time sheet at the PGTA hourly non-instructional rate, effective July 1, 2014 through May 30, 2015 only

**2014-15 Community After-School Enrichment Instructors**, temporary, hourly positions, paid per time sheet at \$35 per hour, effective the week of September 3, 2014 through the week of October 9, 2014 only and dependent upon sufficient enrollment.

Instructor	Course Title	Total Hours
Sydney Dacuyan	Sewing Arts	5
Stefanie Pechan	Sewing Arts	5
Jacob Ellzey	Beginning Guitar	6
Jacob Ellzey	Guitar II	5
Julie Heilman	Art 101	6
David Peelo	Chess	5
Christine Revelas	Alta CA Dance	5
Kevin Silva	Jiu-Jitsu	5
Heleen Zontag-Williams	Yoga for Kids	5
Maria Dawson	Theatre Arts	9

<b>PACIFIC GROVE UNIFIED SCHOOL DISTRICT</b> <b>CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 1</b> <b>August 21, 2014</b>
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**2014-15 Pacific Grove Middle School Curriculum Stipends**

<b>Employee</b>	<b>Assignment</b>	<b>Stipend % or # of Sections</b>	<b>Funding</b>
Diana Rookstool	English	18 sections	General
John Casas	History	18 sections	General
Ivy Kong	Math	18 sections	General
Linda Goulet	PE/Electives	32 sections	General
Matt Binder	Science	18 sections	General
Mary Schumaker	Special Ed.	16 sections	General
JoLynn Costales	Yearbook	1.0	General
Barbara Priest	Instrumental Music Coach	1.0	General
Desma Johnson	Vocal Music Coach	0.2	General
Elaine DeMarco	Math Coach	1.0	Neill Math Fund
Chris Evans	Athletic Director	1.0	General
Becky Ohsiek	Science School Coordinator	1.0	General
Michelle Boulware	Musical Advisor	1.0	General
Sean Boulware	Musical Advisor Assistant	1.0	ASB
Keith Wolhart	Musical Set Construction Advisor	1.0	ASB
Matt Binder	ILT	1.0	Common Core
JoLynne Costales	ILT	1.0	Site Discretionary
Mary Ann Fort	ILT	1.0	Site Discretionary
Linda Goulet	ILT	1.0	Common Core
Jenna Hofer	ILT	1.0	Site Discretionary
Wendy Milligan	ILT	1.0	Common Core
Heather Roman	ILT	1.0	Common Core
Diana Rookstool	ILT	1.0	Common Core

**2014-15 Pacific Grove Middle School Coaching Stipends**

<b>Employee</b>	<b>Assignment</b>	<b>Stipend % or # of Sections</b>	<b>Funding</b>
Dennis Chappin	6 Girls' Volleyball	1.0	Site Athletics
Audrey Kitayama	7 Girls' Volleyball	1.0	General
Kristy Sebock	8 Girls' Volleyball	1.0	General
John Kiely	Girls' Soccer	1.0	General

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 1  
August 21, 2014**

**INCREASE/DECREASE/CHANGE IN ASSIGNMENT:**

Kathy Buller, PGHS Spanish Teacher, Temporary increase from 1.0 FTE to 1.2 FTE due to enrollment, effective August 5, 2014

Desma Johnson, PGMS, Vocal Music Teacher, 0.16 FTE, effective August 5, 2014 (replaces Michelle Boulware who resigned)

**ADDITIONAL ASSIGNMENT:**

Maira Mahr, BTSA Program Advisor, \$3,500 to be paid ½ at the end of each semester, effective 2014-15 School Year

Maria Miller, After School Enrichment Coordinator, \$3,000 stipend per each of 4 sessions, effective 2014-15 School Year

**SUBSTITUTES:**

Chanelle Ceechi  
Sarah Chavez  
Theresa Clarkson  
David Collyer  
Petra Crooks  
Diane Grindol  
Matthew Holmes  
Nukhet Kardam  
Susan Stegge  
Darci Tronick  
Domarie Zayas  
Brian Zeathen

**SUBJECT:** Classified Assignment Order #1

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

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**RECOMMENDATION:**

The administration recommends adoption of Classified Assignment Order #1.

**BACKGROUND:**

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

**INFORMATION:**

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

**FISCAL IMPACT:**

Funding has been approved and allocated for these items.

<b>PACIFIC GROVE UNIFIED SCHOOL DISTRICT</b> <b>CLASSIFIED PERSONNEL ORDER NO. 1</b> <b>August 21, 2014</b>
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**APPOINTMENT:**

Michelle Haney, FGE, Instructional Assistant (Special Education), Part-time, 5 hrs. per day, 5 days per week, 180 days, Range 31, Step C, effective August 6, 2014 (replaces Angela Holm)

Ron Longueira, FGE, Instructional Assistant (Title 1 Program), Part-time, 2.5 hrs. per day, 4 days per week, Range 31, Step A, effective August 6, 2014 (replaces retiree Toni Jacobson)

Chelsea Peterson, FGE, Instructional Assistant (Title 1 Program), Part-time, 5 hrs. 45 min. per day/3 days per week, 180 days, Range 31, Step A, effective August 6, 2014, (replaces retiree Toni Jacobson)

**TRANSFER:**

Michelle Maas, transfers from PGAS, Clerk III (evening front office), 12 hrs./week/11.5 mos., to PGAS Parents Place Dept., Clerk III, 20 hrs./week/11.5 mos., effective July 21, 2014 (replacing Nancy DaSilva who transferred to FGE)

Jordan Gasperson, from PGMS, Instructional Assistant (P.E.), 25 hrs./week/180 days, to PGHS, Instructional Assistant (P.E.), 26 hrs./week/180 days, effective August 18, 2014 (replacing Kevin Reardon who resigned)

**RETIREMENT:**

Bev Asato, District Office, Administrative Specialist (Student Services), retires after 31 years of successful service with the Pacific Grove Unified School District effective November 4, 2014

**RESIGNATION:**

Kevin Reardon, PGHS, Instructional Assistant (P.E.), resigns effective August 11, 2014

**REQUEST TO RESCIND RESIGNATION:**

Michelle Mahaney, PGMS, Instructional Assistant (P.E.), formally requests to rescind her resignation of June 6, 2014

**SUBJECT:** Acceptance of Donations

**PERSON(S) RESPONSIBLE:** Rick Miller, Assistant Superintendent for Business Services

**RECOMMENDATION:**

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

**INFORMATION:**

During the past month the following donations were received:

**Forest Grove Elementary School**

Claudia Griffin Maytag refrigerator/freezer (no amount specified)

**Robert H. Down Elementary School**

BWET	\$ 400
Class donation	\$ 15 (Levy)
See's Candy Sales	\$ 48 (undesignated)

**Pacific Grove Middle School**

Kiwanis of Pacific Grove \$ 1,500 (volleyball)

**Pacific Grove High School**

Kind World Foundation	\$ 5,000 (HS choral music director stipend)
Pebble Beach Company Foundation	\$10,000 (Student Union project)

**Pacific Grove Community High School**

none

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

none

**Pacific Grove Unified School District**

none

**SUBJECT:** Out of County or Overnight Activities

**PERSON(S) RESPONSIBLE:** Rick Miller, Assistant Superintendent for Business Services

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**RECOMMENDATION:**

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

**BACKGROUND:**

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

**INFORMATION:**

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

**FISCAL IMPACT:**

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

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**PACIFIC GROVE UNIFIED SCHOOL DISTRICT****OUT-OF-COUNTY OR OVERNIGHT ACTIVITIES**

<u>DATE</u> <u>DESTINATION</u>	<u>STUDENTS/CLASS</u> <u>ACTIVITY</u>	<u>TRANSPORTATION</u>	<u>COST</u>	<u>FUNDING SOURCE</u>
9/12-13 N. Lake Tahoe	PGHS Cross Country Team Cross Country Invitational	Rental Van	\$2,332	PGHS Athletics
9/23-9/26	PGMS 6 <sup>th</sup> Grade Class	Charter Bus	\$8,000±	Student collected fees

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PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
REQUEST FOR OFF CAMPUS ACTIVITY

Consent Agenda Item F



**FAXED**

MS 8/8/14

TRANS

INSTRUCTIONS: Submit this form to the Transportation Department if transportation requires use of buses or vans. Other forms go directly to Business Office. After District and/or Board approval, the form will be returned to the school site. For in-state or non-overnight activities submit form two weeks in advance of activities.

**BOARD APPROVAL IS REQUIRED FOR OUT-OF-STATE OR OVERNIGHT ACTIVITIES.  
REQUEST MUST BE SUBMITTED AT LEAST TWO (2) WEEKS PRIOR TO BOARD MEETING.**

Date of Activity 9/23/14 - 9/26/14 Day of Activity Tuesday - Friday

Place of Activity Santa Cruz Outdoor Science School, 11005 Eureka Cyn. Rd, Watsonville

School Middle School Grade Level 6th

School Departure Time 9:15 AM  PM

Pickup Time From Place of Activity 10:00 AM  PM

Name of Employee Accompanying Students Becky Olsieck

Number of Adults 4 Number of Students 150

Class or Club 6th grade Class

Description of Activity Outdoor School

Education Objective Science

List All Stops Santa Cruz Outdoor School

Means of Transportation:  84 Passenger <sup>or</sup>  72 Passenger <sup>or</sup>  48 Passenger ( ) 18 Passenger  
( ) Charter ( ) Auto\* ( ) Walk ( ) Other\*\*  
*or which sizes are best*

\*#'s 1, 2, 3, 5, 6, & 7 Must Be Completed Before Submitting To The Business Office /Transportation Department \*

1. NOTE: Board Regulation 3541.1 Requirements Will Be Complied With When Using Private Autos \_\_\_\_\_ (Teachers Initials)

2. If using vans, you MUST list who the drivers are. \_\_\_\_\_

3. Cost of Activity \$ \_\_\_\_\_

4. Cost of Transportation \$ \_\_\_\_\_

Total Cost (Activity + Transportation) \$ \_\_\_\_\_

5. Fund to be Charged for all activity expenses: ( ) Acct. Code \_\_\_\_\_  
( ) Students \_\_\_\_\_  
( ) Other \_\_\_\_\_

6. Requested By \_\_\_\_\_ Date \_\_\_\_\_  
Employee's Signature (Employee accompanying students on activity)

7. Recommend Approval Buch Roggenman Date 8/4/14  
Principal's Signature

Transportation Department/District Office Use Only

Bus(s) ( ) Available ( ) Not Available  
Cost Estimate \$ 4310.76

Date Received 8/6/14

Approved By \_\_\_\_\_  
Transportation Supervisor

Date \_\_\_\_\_

Approved By \_\_\_\_\_  
Assistant Superintendent

Date 8/4/14

PGUSD Date of Board Approval \_\_\_\_\_  
Regular Meeting of August 21, 2014

PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
REQUEST FOR OFF CAMPUS ACTIVITY



FAXED  
15 + TRAVEL

INSTRUCTIONS: Submit this form to the Transportation Department if transportation requires use of buses or vans. Other forms go directly to Business Office. After District and/or Board approval, the form will be returned to the school site. For in-state or non-overnight activities submit form two weeks in advance of activities.

8/14

**BOARD APPROVAL IS REQUIRED FOR OUT-OF-STATE OR OVERNIGHT ACTIVITIES.  
REQUEST MUST BE SUBMITTED AT LEAST TWO (2) WEEKS PRIOR TO BOARD MEETING.**

Date of Activity 9/12-9/13 2014 Day of Activity Friday/Saturday

Place of Activity North Lake Tahoe High School

School North Lake Tahoe High School Grade Level 9 - 12

School Departure Time Friday, 9/12/14 6:00 AM PM

Pickup Time From Place of Activity Saturday 9/13/14 AM PM 4:00 PM

Number of Adults 4 - 6 adults Number of Students 12 - 18 students

Class or Club PGHS Cross Country

Description of Activity Cross Country Invitational Meet

Education Objective To enrich the cross country experience

List All Stops Santa Nella (Los Banos), Land Park Sacramento, On the return - Sacramento Lunch, Santa Nella

Means of Transportation:  84 Passenger  72 Passenger  48 Passenger  
 18 Passenger  Charter  Auto\*  
 Walk  Other Rental Van (3) Enterprise - BIRNY

\*NOTE: Board Regulation 3541.1 Requirements Will Be Complied With When Using Private Autos \_\_\_\_\_  
(Teacher Initial)

Cost of Activity \$ 1532  
Cost of Transportation \$ 800  
Total Cost (Activity + Transportation) \$ 2332

Fund to be Charged for all activity expenses:  Acct. Code Athletics Vans/ Cross Country (402)  
 Students  
 Other

Requested By Thomas A Light Date 5-7-2014  
Teacher's Signature

Recommend Approval [Signature] Date 5/15/14  
Principal's Signature

Transportation Department/District Office Use Only

Bus(es)  Available  Not Available Date Received 7/22/14

Cost Estimate \$ 580.41

Approved By [Signature] Date 7/22/14  
Transportation Supervisor

Approved By [Signature] Date 7/23/14  
Assistant Superintendent

Date of Board Approval Aug. 21 Board mtg Updated 1/2010

**SUBJECT:** Warrant Schedule 549 and 550

**PERSON(S) RESPONSIBLE:** Rick Miller, Assistant Superintendent for Business Services

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**RECOMMENDATION:**

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

**BACKGROUND:**

The attached listing of warrants identifies payments made by the District during the noted time period from May 29, 2014 through June 30, 2014 and July 1, 2014 through July 31, 2014.

**INFORMATION:**

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

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

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT

## WARRANT SCHEDULE NO. 549

### Warrants- Payroll

#### JUNE 14

Certificated-	Regular 06/05/14	\$	0
	Regular 06/10/14	\$	19,618.89
	Regular 06/13/14	\$	0
	Regular 06/30/14	\$	424,409.37
	<b>Total Certificated</b>	\$	<b><u>444,028.26</u></b>
Other-	Regular 06/05/14	\$	0
	Regular 06/10/14	\$	8,995.00
	Regular 06/13/14	\$	0
	Regular 06/30/14	\$	23,993.00
	<b>Total Other</b>	\$	<b><u>32,988.00</u></b>
Classified-	Regular 06/05/14	\$	0
	Regular 06/10/14	\$	6,614.43
	Regular 06/13/14	\$	0
	Regular 06/30/14	\$	408,183.01
	<b>Total Classified</b>	\$	<b><u>414,797.44</u></b>
	<b><u>TOTAL PAYROLL</u></b>	\$	<b><u>891,813.70</u></b>

### Warrants- AP

Warrants <u>12083875</u> through <u>12083910</u> (05/29/14)	\$	<u>76,588.35</u>
Warrants <u>12084618</u> through <u>12084630</u> (06/03/14)	\$	<u>8,912.03</u>
Warrants <u>12085291</u> through <u>12085312</u> (06/05/14)	\$	<u>92,465.15</u>
Warrants <u>12086005</u> through <u>12086050</u> (06/10/14)	\$	<u>199,339.20</u>
Warrants <u>12086943</u> through <u>12086979</u> (06/12/14)	\$	<u>53,495.81</u>
Warrants <u>12087511</u> through <u>12087538</u> (06/17/14)	\$	<u>76,276.86</u>
Warrants <u>12088235</u> through <u>12088258</u> (06/19/14)	\$	<u>57,233.39</u>
Warrants <u>12090744</u> through <u>12090777</u> (06/27/14)	\$	<u>61,467.93</u>
<b><u>TOTAL WARRANTS</u></b>	\$	<b><u>1,517,592.42</u></b>

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT

## WARRANT SCHEDULE NO. 550

### Warrants- Payroll

#### JULY 14

Certificated-	Regular 07/03/14	\$	0
	Regular 07/10/14	\$	44,398.81
	Regular 07/15/14	\$	0
	Regular 07/31/14	\$	142,378.66
	<b>Total Certificated</b>	\$	<b><u>186,777.47</u></b>
Other-	Regular 07/03/14	\$	0
	Regular 07/10/14	\$	0
	Regular 07/15/14	\$	0
	Regular 07/31/14	\$	2,610.00
	<b>Total Other</b>	\$	<b><u>2,610.00</u></b>
Classified-	Regular 07/03/14	\$	0
	Regular 07/10/14	\$	25,716.18
	Regular 07/15/14	\$	5,300.27
	Regular 07/31/14	\$	292,887.35
	<b>Total Classified</b>	\$	<b><u>323,903.80</u></b>
	<b><u>TOTAL PAYROLL</u></b>	\$	<b><u>513,291.27</u></b>

### Warrants- AP

Warrants <u>12091644</u> through <u>12091646</u> (07/01/14)	\$	<u>60,757.41</u>
Warrants <u>12092013</u> through <u>12092036</u> (07/03/14)	\$	<u>60,602.74</u>
Warrants <u>12092848</u> through <u>12092877</u> (07/10/14)	\$	<u>77,572.16</u>
Warrants <u>12093554</u> through <u>12093573</u> (07/15/14)	\$	<u>196,496.58</u>
Warrants <u>12094002</u> through <u>12094076</u> (07/17/14)	\$	<u>98,338.20</u>
Warrants <u>12094593</u> through <u>12094607</u> (07/22/14)	\$	<u>13,808.21</u>
Warrants <u>12095122</u> through <u>12095126</u> (07/24/14)	\$	<u>39,790.80</u>
Warrants <u>12096458</u> through <u>12096497</u> (07/31/14)	\$	<u>379,523.32</u>
<b><u>TOTAL WARRANTS</u></b>	\$	<b><u>1,440,180.69</u></b>

**SUBJECT:** Revolving Cash Report No. 13 and No. 1

**PERSON(S) RESPONSIBLE:** Rick Miller, Assistant Superintendent for Business Services

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**RECOMMENDATION:**

As Assistant Superintendent for Business Services, I have reviewed the Revolving Cash payments for consistency with District budget policy and accounting practices and certify their consistency and recommend approval of the payments by the Board.

**BACKGROUND:**

The attached listing identifies payments made from the Revolving Cash Fund during the period from May 29, 2014 through June 30, 2014, and July 1, 2014 through August 13, 2014.

**INFORMATION:**

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

**REVOLVING CASH  
BOARD REPORT # 13**

May 29, 2014 - June 30, 2014

Date	Num	Name	Account	Amount
May 29 - Jun 30, '14				
6/2/2014	4783	Nancy Dasilva	PAYROLL	-800.00
6/2/2014		DEPOSIT	none	3,902.87
6/4/2014	4784	Lynn Larsen	RETIREE INSURANCE	-146.54
6/4/2014	4785	John Flatley	RETIREE INSURANCE	-675.88
6/4/2014	4786	Laila Galarza	CAFETERIA	-144.00
6/4/2014	4787	Karen Lehman^	SP ED	-50.00
6/4/2014	4788	Sarah Sedlacek	CAFETERIA	-55.25
6/4/2014	4789	Sandy Doss	CAFETERIA	-100.00
6/4/2014		ANALYSIS CHARGE	FEES	-181.10
6/11/2014	4790	Eugina Trinidad	FIELD TRIP	-40.00
6/11/2014	4791	Michelle Burnett	ADULT EDUCATION	-85.00
6/19/2014	4792	Hector Santos	TEXT BOOK FEES	-64.50
6/19/2014	4793	Jennifer Golden	ADULT EDUCATION	-350.00
6/19/2014	4794	Eugene Loh	TEXT BOOK FEES	-8.00
May 29 - Jun 30, '14				<u>1,202.60</u>

REVOLVING CASH  
 BOARD REPORT # 1  
 July 1 2014 - August 13, 2014

Date	Num	Name	Account	Amount
Jul 1 - Aug 13, '14				
7/2/2014	4795	EPA	BUSINESS OFFICE	-240.00
7/2/2014	4796	Shelby Butzlaff	RETIREE INSURANCE	-55.20
7/2/2014	4797	Young Sun Pak	ADULT EDUCATION	-70.00
7/2/2014	4798	Suzanne Legg, Trustee	RETIREE INSURANCE	-273.08
7/3/2014		DEPOSIT	none	2,700.29
Jul 1 - Aug 13, '14				<u>2,062.01</u>

**SUBJECT:** Cash Receipts Report No. 13 and No. 1

**PERSON(S) RESPONSIBLE:** Rick Miller, Assistant Superintendent for Business Services

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**RECOMMENDATION:**

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

**BACKGROUND:**

The attached listing identifies Cash Receipts received by the District during the period of May 29, 2014 through June 30, 2014, and July 1, 2014 through August 13, 2014.

**INFORMATION:**

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

## CASH RECEIPTS BOARD REPORT # 13

May 29, 2014 - June 30, 2014

Date	Num	Name	Account	Amount
May 29 - Jun 30, '14				
6/6/2014	16847	RETIREE INSURANCE	RETIREE INSURANCE	6,976.81
6/6/2014	16848	ADULT EDUCATION	ADULT EDUCATION	4,490.00
6/6/2014	16849	STATE OF CALIFORNIA	PRESCHOOL	8,458.00
6/6/2014	16850	MBCS/Monterey Bay Charter School	UTILITIES	5,710.53
6/6/2014	16851	PGMS	SCIENCE CAMP	1,075.00
6/6/2014	16852	PGHS	Music Program	25.00
6/6/2014	16853	Brian Holm	custodial	200.00
6/6/2014	16854	TEXTBOOKS	TEXT BOOK FEES	173.95
6/6/2014	16855	PGHS LIBRARY	LIBRARY FINES/FEES	120.00
6/6/2014	16856	Community High School	CAP /GOWN	460.00
6/6/2014	16857	PGHS LIBRARY	LIBRARY FINES/FEES	15.00
6/6/2014	16858	PGHS	TRANSPORTATION	1,175.00
6/9/2014	16859	BASRP-RD	BASRP	424.75
6/9/2014	16860	BASRP-FG	BASRP	2,631.06
6/9/2014	16861	BASRP-FG	BASRP	658.50
6/9/2014	16862	RETIREE INSURANCE	RETIREE INSURANCE	350.00
6/9/2014	16863	Gateway Center	custodial	250.00
6/9/2014	16864	PGHS	DONATION	15,000.00
6/9/2014	16865	VOID	VOID	
6/9/2014	16866	Robert Down Elementary	DONATION	5,771.00
6/9/2014	16867	PGHS LIBRARY	LIBRARY FINES/FEES	41.00
6/9/2014	16868	TEXTBOOKS	TEXT BOOK FEES	301.90
6/9/2014	16869	VOID	none	
6/13/2014	16870	STATE PRE SCHOOL	COLLECTED FUNDS	108.00
6/13/2014	16871	BASRP-RD	BASRP	200.00
6/13/2014	16872	PG Pops	custodial	150.00
6/13/2014	16873	Spreckles USD	Curriculum	1,580.70
6/13/2014	16874	ADULT EDUCATION	ADULT EDUCATION	2,925.00
6/13/2014	16875	PGMS	SCIENCE CAMP	325.00
6/13/2014	16876	WORKERSCOMP JPA	WORKERSCOMP	614.08
6/13/2014	16877	Forest Grove Elementary	TRANSPORTATION	97.50
6/13/2014	16878	Leonard West	INS PAYMENT	786.29
6/13/2014	16879	RETIREE INSURANCE	RETIREE INSURANCE	90.73
6/13/2014	16880	Forest Grove Elementary	DONATION	75.00
6/13/2014	16881	Forest Grove Elementary	DONATION	75.00
6/13/2014	16882	ADULT EDUCATION	ADULT EDUCATION	20,173.09
6/13/2014	16883	RETIREE INSURANCE	RETIREE INSURANCE	460.50
6/13/2014	16884	BASRP-RD	BASRP	71.00
6/19/2014	16885	RETIREE INSURANCE	RETIREE INSURANCE	1,890.56
6/19/2014	16886	PGMS	SCIENCE CAMP	100.00
6/19/2014	16887	Calvary High School	SPECIAL RESERVE	500.00
6/19/2014	16888	Monterey Bay Swim Club	custodial	200.00
6/20/2014	16889	ADULT EDUCATION	CREDIT CARD SALES	28,542.50
May 29 - Jun 30, '14				<u>113,272.45</u>

## CASH RECEIPTS BOARD REPORT # 1

July 1, 2014 - August 13, 2014

Date	Num	Name	Account	Amount
Jul 1 - Aug 13, '14				
7/3/2014	16890	ADULT EDUCATION	ADULT EDUCATION	13,887.00
7/3/2014	16891	STATE OF CALIFORNIA	CAFETERIA	20,064.56
7/3/2014	16892	MBCS/Monterey Bay Charter ...	SPECIAL RESERVE	13,158.00
7/3/2014	16893	VOID	none	
7/3/2014	16894	Monterey County Futbol	custodial	200.00
7/3/2014	16895	MCOE	BTSA PYMT	6,130.00
7/3/2014	16896	MPSL(Monterey Peninsula So...	FACILITIES	2,940.00
7/3/2014	16897	TEXTBOOKS	TEXT BOOK FEES	91.00
7/3/2014	16898	TEXTBOOKS	TEXT BOOK FEES	76.00
7/3/2014	16899	TEXTBOOKS	TEXT BOOK FEES	185.00
7/3/2014	16900	Debby Farmer	MISC	5.25
7/3/2014	16901	RETIREE INSURANCE	RETIREE INSURANCE	63,516.39
7/24/2014	16902	STATE OF CALIFORNIA	SP ED	208.43
7/24/2014	16903	ADULT EDUCATION	ADULT EDUCATION	7,613.00
7/24/2014	16904	FPAC	custodial	325.00
7/24/2014	16905	STATE OF CALIFORNIA	MISC	105.26
7/24/2014	16906	Friends of Parent Place	custodial	200.00
7/24/2014	16907	YMCA	custodial	400.00
7/24/2014	16908	Forest Theater Guild	custodial	2,100.00
7/24/2014	16909	Calvary High School	SPECIAL RESERVE	500.00
7/24/2014	16910	RETIREE INSURANCE	RETIREE INSURANCE	13,060.20
7/24/2014	16911	STATE OF CALIFORNIA	CAFETERIA	1,167.13
7/24/2014	16912	Janine Olin	INS PAYMENT	957.90
8/1/2014	16913	RETIREE INSURANCE	RETIREE INSURANCE	3,188.76
8/1/2014	16914	STATE OF CALIFORNIA	SP ED	47.77
8/1/2014	16915	STATE OF CALIFORNIA	PRESCHOOL	1,246.00
8/1/2014	16916	BASRP-RD	BASRP	178.50
8/1/2014	16917	ADULT EDUCATION	ADULT EDUCATION	3,084.00
8/13/2014	16918	RETIREE INSURANCE	RETIREE INSURANCE	7,969.90
8/13/2014	16919	BUS PASS	BUS PASS	7,060.00
8/13/2014	16920	BASRP-RD	BASRP	12,847.00
8/13/2014	16921	Nancy Spade	INS PAYMENT	823.46
8/13/2014	16922	LaVerne Baker-Leyva	INS PAYMENT	2,175.03
8/13/2014	16923	MBCS/Monterey Bay Charter ...	SPECIAL RESERVE	16,045.96
8/13/2014	16924	YMCA	custodial	1,400.00
8/13/2014	16925	Lyndsay Guttchen	PAYROLL	727.60
8/13/2014	16926	TEXTBOOKS	TEXT BOOK FEES	10.00
8/13/2014	16927	TEXTBOOKS	TEXT BOOK FEES	441.00
8/13/2014	16928	STATE OF CALIFORNIA	SP ED	8,852.40
8/13/2014	16929	STATE OF CALIFORNIA	SP ED	40.83
8/13/2014	16930	STATE OF CALIFORNIA	CAFETERIA	1,492.68
8/13/2014	16931	STATE OF CALIFORNIA	CAFETERIA	131.81
8/13/2014	16932	PGMS	DONATION	1,500.00
8/13/2014	16933	PGMS	SCIENCE CAMP	2,275.00
8/13/2014	16934	ROP	Class Fees	3,925.00
8/13/2014	16935	ROP	Class Fees	245.00
8/13/2014	16936	ROP	Class Fees	890.00
Jul 1 - Aug 13, '14				<u>223,487.82</u>

**SUBJECT:** Acceptance of Quarterly Treasurer's Report

**PERSON RESPONSIBLE:** Rick Miller, Assistant Superintendent for Business Services

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**RECOMMENDATION:**

The Administration recommends that the Board accept the Quarterly Treasurer's Report for the quarter ending June 30, 2014.

**BACKGROUND:**

Government Code 53646 requires that a quarterly report be made to the Board to identify the investments within which the District's funds are maintained until needed for expenditures. The District pools its revenues with other districts in the County and deposits them with the Monterey County Treasurer. The Treasurer in turn invests these funds in the various instruments identified in the attached report.

**INFORMATION:**

As indicated in the attached Treasurer's Report, the current investment portfolio is "in compliance with all applicable provisions of state law and the adopted investment policy, and contains sufficient liquidity to meet all projected outflows over the next six months", and is currently returning an annualized yield of **0.51%**.

**FISCAL IMPACT:**

None.



# Monterey County

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

## Board Report

Legistar File Number: 14-814

**Introduced:** 7/15/2014

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** General Agenda Item

- a. Receive and Accept the Treasurer's Report of Investments for the quarter ending June 30, 2014;
- b. Receive and Approve the Treasurer's Investment Policy for FY 2014-15;
- c. Receive and Approve the Treasury Oversight Committee's amended Charter; and
- d. Renew the Delegation of Investment Authority to the Treasurer-Tax Collector pursuant to California Government Code 53607.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive and Accept the Treasurer's Report of Investments for the quarter ending June 30, 2014.
- b. Receive and Approve the Treasurer's amended Investment Policy for FY 2014-15.
- c. Receive and Approve the Treasurer's amended Treasury Oversight Committee Charter.
- d. Renew the Delegation of Investment Authority to the Treasurer-Tax Collector pursuant to California Government Code 53607.

### SUMMARY:

Government Code Section 53646 (b) (1) states the Treasurer may submit a quarterly report of investments. The attached exhibits provide a narrative portfolio review of economic and market conditions that support the investment activity during the April - June period, the investment portfolio position by investment type, a listing of historical Monterey County Treasury Pool yields versus benchmarks, the investment portfolio by maturity range, and an overview of the short term funds that the Treasurer invests in overnight, liquid assets.

The Treasurer has also amended the Monterey County Investment Policy to provide additional clarification and revise outdated language. The Treasury Oversight Committee Charter is included as it has been updated to reflect the amended meeting requirement. Annual Board approval of the Investment Policy and delegation of investment authority are prescribed by Government Code sections 53646 and 53607.

### DISCUSSION:

During the April to June quarter, Treasury yields paused from their slow, upward climb and there was very little change in the yield of maturities of 5 years and under. In April, the first quarter U.S. Gross Domestic Product (Jan - March) had a reported growth rate of only 0.1%, which was far below the consensus estimate of 1.1%. In June, the rate was revised to -2.9%, which marked the first economic contraction in three years. When combined with other positive economic indicators such as increases in new and existing home sales in April, the economic news continued to reinforce a "wait and see" approach with investors. In June, the European Central bank cut its main interest rate to a record low of 0.15% and cut its interest rate on

Legistar File Number: 14-814

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deposits to -0.1%, effectively charging the region's banks to hold their reserves. The combination of mixed economic indicators in the U.S. and increased efforts to lower interest rates in the European Union continues to make U.S. bonds attractive to all investors and kept rates low during the quarter under report.

On June 30, 2014, the Monterey County investment portfolio contained an amortized book value of \$987,543,563 spread among 73 separate securities and funds. The par value of those funds was \$986,408,421, with a market value of \$986,698,521 or 99.91% of amortized book value. The portfolio's net earned income yield for the period was 0.51%. The portfolio produced an estimated income of \$1,341,687 for the quarter which will be distributed proportionally to all agencies participating in the Investment Pool. The investment portfolio had a weighted average maturity of 461 days.

The investment portfolio was in compliance with all applicable provisions of state law and the adopted Investment Policy, and contained sufficient liquidity to meet all projected outflows over the next six months. Market value pricings were obtained through Bloomberg LLP, Union Bank of California and included live-bid pricing of corporate securities.

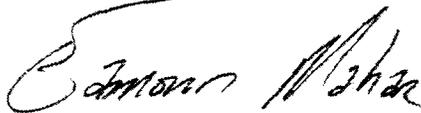
OTHER AGENCY INVOLVEMENT:

A copy of this report will be distributed to all agencies participating in the County Investment Pool and the Treasury Oversight Committee. In addition, the report will be published on the County Treasurer's web site. A monthly report of investment transactions is provided to the Board of Supervisors as required by GC 53607.

FINANCING:

The investment portfolio contains sufficient liquidity to meet all projected expenditures over the next six months. We estimate that the investment earnings in the General Fund will be consistent with budgeted revenue, but at historically low levels, as the Federal Reserve is expected to continue keeping short term interest rates at the current rate of 0.00 - 0.25%.

Prepared by: Eamonn M. Mahar, Investment Officer, Ext 5490



Approved by: Mary A. Zeeb, Treasurer - Tax Collector, Ext 5015



Attachments:

- Exhibit A - Investment Portfolio Review - 06.30.14
  - Exhibit B - Portfolio Management Report - 06.30.14
  - Exhibit C - Monterey County Historical Yields vs. Benchmarks
  - Exhibit D - Aging Report - 07.01.14
  - Exhibit E - Overnight (Liquid) Asset Distribution
-

*Legistar File Number: 14-814*

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Exhibit F - Monterey County Investment Policy - Red Line  
Exhibit G - Monterey County Investment Policy - Final  
Exhibit H - Treasury Oversight Committee Charter - Red Line  
Exhibit I - Treasury Oversight Committee Charter - Final

cc:

County Administrative Office  
County Counsel  
Auditor-Controller - Internal Audit Section  
All depositors  
Treasury Oversight Committee

**Exhibit A**

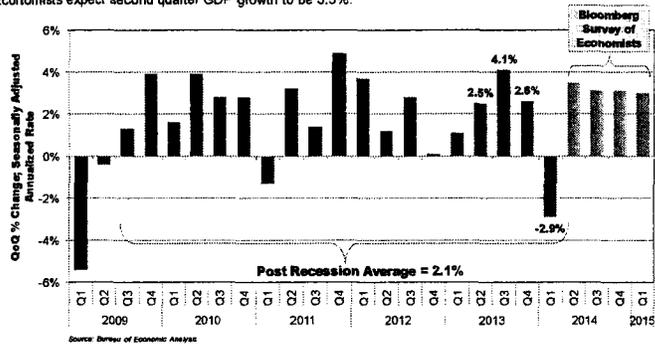
**Investment Portfolio Review  
Quarter Ending June 30, 2014**

**OVERVIEW** – April 1 – June 30, 2014

During the April to June quarter, Treasury yields paused from their slow, upward climb and there was very little change in the yield of maturities of 5 years and under. In April, the first quarter U.S. Gross Domestic Product (Jan – March) had a reported growth rate of only 0.1%, which was far below the consensus estimate of 1.1%. In June, the rate was revised to -2.9%, which marked the first economic contraction in three years. When combined with other positive economic indicators such as increases in new and existing home sales in April, the economic news continued to reinforce a “wait and see” approach with investors. In June, the European Central bank cut its main interest rate to a record low of 0.15% and cut its interest rate on deposits to -0.1%, effectively charging the region’s banks to hold their reserves. The combination of mixed economic indicators in the U.S. and increased efforts to lower interest rates in the European Union continues to make U.S. bonds attractive to all investors and kept rates low during the quarter under report.

**Economy Contracted in First Quarter**

- The economy declined at a 2.9% rate in the first quarter, the first quarter of negative growth in 3 years.
  - This decline reflects a combination of reduced business inventories, a weak pace of healthcare spending, and adverse weather conditions.
- Economists expect second quarter GDP growth to be 3.5%.



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The County Treasury continued to outperform all of the portfolio benchmarks due to a consistent investment strategy that ladders short term debt to provide liquidity and takes advantage of available higher rates by buying small amounts of longer term corporate and non callable securities, while maintaining positions in currently held callable debt structures. The following indicators reflect key aspects of the County's investment portfolio in light of the above noted conditions:

1. Market Access – The U.S. Treasury continues to issue substantial amounts of debt instruments. The continued large issuance is due to efforts to stimulate the economy by providing funding for financial institutions, social programs, and ongoing military funding requirements. Access to U.S. Treasuries and Agency debt has been plentiful, but yields have continued to remain low as investors seek safe havens from an uncertain world market. These issues have continued to keep yields low on Treasury bonds from April through June.

During the quarter, the majority of County investment purchases continue to be in U.S. Treasury and Agency markets with a continued small position in shorter term, highly rated (AA or better) Corporate bonds, Certificates of Deposits and highly rated (A1, P1), short term Commercial Paper. In addition, the Treasurer continues to keep a high level of overnight liquid assets, reflecting the need to maintain increased levels of available cash to ensure the ability to meet all cash flow needs.

2. Diversification - The Monterey County Treasurer's portfolio consists of fixed income investments, all of which are authorized by the State of California Government Code 53601.

The portfolio asset spread is detailed in the table below:

Portfolio Asset Composition			
Corporate Assets	Overnight Liquid Assets	US Treasuries	Federal Agencies
5%	34%	7%	54%

3. Credit Risk – Approximately 95% of the investment portfolio is comprised of U.S. Treasuries, Federal Agency securities and other liquid funds. All assets have an investment grade rating. U.S. Treasuries are not specifically rated, but are considered the safest of all investments. The corporate debt (5%) is rated in the higher levels of investment grade. All federal agency securities have AA ratings, or are guaranteed by the U.S. Treasury.

The portfolio credit composition is detailed in the table below:

Portfolio Credit Composition					
AA+	AA-	A-1+ (Short Term)	Not Rated (LAIF/BlackRock)	AAAm	Amf/S1 (CalTrust)
63%	2%	1%	14%	10%	10%

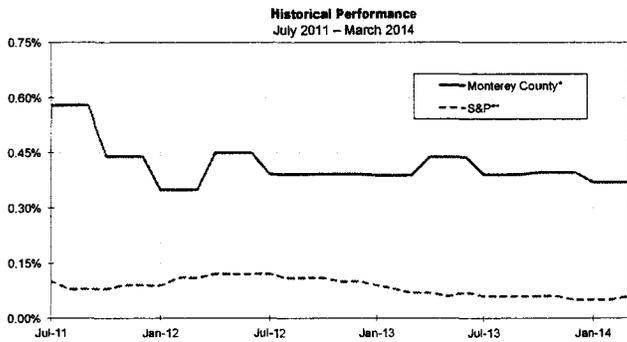
4. Liquidity Risk – Liquidity risk, as measured by the ability of the County’s Treasury to meet withdrawal demands on invested assets, was adequately managed during the April to June quarter. The portfolio’s average weighted maturity was 461 days, and large percentages (34%) of assets are held in immediately available funds.

**PORTFOLIO CHARACTERISTICS**

	<b><u>March 31, 2014</u></b>	<b><u>June 30, 2014</u></b>
Total Assets	\$1,013,345,699	\$987,543,563
Market Value	\$1,010,766,674	\$986,698,521
Days to Maturity	485	461
Yield	0.47%	0.51%
Estimated Earnings	\$1,190,018	\$1,341,687

**Portfolio Performance**

- The County Pool yield has historically been higher than the yield of the S&P Government investment Pool Index.



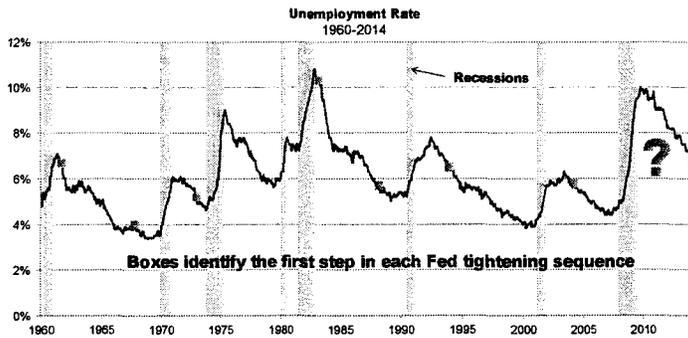
\* Monterey Asset Management Fee provided by the County. Data is presented on a three month lag due to 3/31/14 data being unavailable as of the completion of the report.  
 \*\* Benchmark source: S&P Rated Government Investment Pool Index/Rate. Bloomberg  
 Note: Historical net yield performance provided for informational purposes only. The net yields of each portfolio are not necessarily comparable due to potential differences including permitted investments and additional investment guidelines or restrictions.

**FUTURE STRATEGY**

The U.S. Treasury will continue a policy of heavy borrowing for stimulus programs, and other additional needs. The continued improvement in our economy has given the Federal Reserve an opportunity to continue to taper their Quantitative Easing program by \$10 billion a month, which may make securities easier to obtain, but will have little effect on short term rates in the near term. The consistent improvement has also ensured that investors will continue to prefer the safety of U.S. debt to other investment options.

**When Will Fed Respond to Falling Unemployment?**

- In previous recessions, the FOMC began tightening monetary policy as the unemployment rate showed signs of recovery
- While significant strides have been made, the Fed Funds rate remains at a targeted range of 0-0.25%.



Source: Federal Reserve, Bloomberg. Vertical bars denote recessions and are designated by the NBER. Updated through April 2014.

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As long as the Federal Treasury remains actively engaged in the fixed income markets, and continues to target short term rates at 0%-0.25%, the returns on the investments in the County's pool will remain historically low. If the rate environment continues its trend, the portfolio is adequately positioned to take advantage of the changing market conditions.

**Monterey County  
Portfolio Management  
Portfolio Details - Investments  
June 30, 2014**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	Days to Maturity	Maturity Date
<b>Money Market Accts-GC 53601(k)(2)</b>												
SYS11672	11672	BlackRock			89,197,480.97	89,197,480.97	89,197,480.97	0.064			1	
SYS11801	11801	CalTrust			100,000,000.00	100,000,000.00	100,000,000.00	0.401	Aaa	AAA	1	
SYS11830	11830	Federated		07/01/2013	0.00	0.00	0.00	0.101	Aaa	AAA	1	
SYS11578	11578	Fidelity Investments			32,532,312.88	32,532,312.88	32,532,312.88	0.064	Aaa	AAA	1	
<b>Subtotal and Average</b>			<b>227,306,917.55</b>		<b>221,729,793.85</b>	<b>221,729,793.85</b>	<b>221,729,793.85</b>				<b>1</b>	
<b>State Pool-GC 53601(p)</b>												
SYS11361	11361	LAIF			50,000,000.00	50,000,000.00	50,000,000.00	0.230			1	
<b>Subtotal and Average</b>			<b>50,000,000.00</b>		<b>50,000,000.00</b>	<b>50,000,000.00</b>	<b>50,000,000.00</b>				<b>1</b>	
<b>CAMP-GC 56301(p)</b>												
SYS10379	10379	Calif. Asset Mgmt			64,300,000.00	64,300,000.00	64,300,000.00	0.061		AAA	1	
SYS11526	11526	Calif. Asset Mgmt			0.00	0.00	0.00	0.071		AAA	1	
SYS11961	11961	Calif. Asset Mgmt		03/10/2014	378,627.29	378,627.29	378,627.29	0.064		AAA	1	
<b>Subtotal and Average</b>			<b>56,341,264.65</b>		<b>64,678,627.29</b>	<b>64,678,627.29</b>	<b>64,678,627.29</b>				<b>1</b>	
<b>Negotiable CDs - GC 53601 (l)</b>												
78009NGU4	11863	RBC Capital Markets		06/25/2012	10,000,000.00	10,005,000.00	10,000,000.00	0.333	Aa	AA	359	06/25/2015
<b>Subtotal and Average</b>			<b>10,000,000.00</b>		<b>10,000,000.00</b>	<b>10,005,000.00</b>	<b>10,000,000.00</b>				<b>359</b>	
<b>Medium Term Notes - GC 53601(k)</b>												
36962G4N1	11701	General Electric		08/11/2010	10,000,000.00	10,075,000.00	10,000,000.00	1.000	A	AA	406	08/11/2015
36962G5W0	11855	General Electric		04/27/2012	5,000,000.00	5,162,500.00	4,996,302.89	2.300	A	AA	1,031	04/27/2017
36962G5W0	11856	General Electric		04/27/2012	5,000,000.00	5,162,500.00	5,004,233.33	2.300	A	AA	1,031	04/27/2017
89233P5S1	11839	Toyota Motor Corporation		02/29/2012	5,000,000.00	5,131,250.00	5,056,982.97	2.050	Aa	AA	926	01/12/2017
89233P5Z5	11840	Toyota Motor Corporation		02/29/2012	5,000,000.00	5,025,000.00	5,003,861.89	1.000	Aa	AA	231	02/17/2015
<b>Subtotal and Average</b>			<b>30,064,935.69</b>		<b>30,000,000.00</b>	<b>30,556,250.00</b>	<b>30,061,381.08</b>				<b>672</b>	
<b>Commercial Paper Disc.- GC 53601(h)</b>												
89233HPT5	11978	Toyota Motor Corporation		06/04/2014	10,000,000.00	9,981,850.00	9,985,272.22	0.220	P-1	A-1	241	02/27/2015
<b>Subtotal and Average</b>			<b>6,258,758.97</b>		<b>10,000,000.00</b>	<b>9,981,850.00</b>	<b>9,985,272.22</b>				<b>241</b>	
<b>Fed Agcy Coupon Sec - GC 53601(f)</b>												
3133EAF86	11864	Federal Farm Credit Bank		08/07/2012	10,000,000.00	9,997,100.00	10,000,000.00	0.970	Aaa	AA	1,133	08/07/2017
3133ECHV9	11912	Federal Farm Credit Bank		04/02/2013	10,000,000.00	10,015,600.00	10,001,290.48	0.350	Aaa	AA	394	07/30/2015

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**Monterey County  
Portfolio Management  
Portfolio Details - Investments  
June 30, 2014**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	Days to Maturity	Maturity Date
<b>Fed Agcy Coupon Sec - GC 53601(f)</b>												
3133ECFJ8	11914	Federal Farm Credit Bank		04/02/2013	10,000,000.00	10,007,500.00	10,000,127.05	0.250	Aaa	AA	213	01/30/2015
3133ECTM6	11931	Federal Farm Credit Bank		07/02/2013	10,000,000.00	10,269,700.00	10,037,466.00	1.900	Aaa	AA	1,462	07/02/2018
313380EC7	11878	Federal Home Loan Bank		09/17/2012	10,000,000.00	9,900,500.00	9,968,843.36	0.750	Aaa	AA	1,165	09/08/2017
313380XB8	11881	Federal Home Loan Bank		10/17/2012	10,000,000.00	9,989,900.00	9,998,279.17	0.625	Aaa	AA	839	10/17/2016
313370TW8	11888	Federal Home Loan Bank		12/05/2012	10,000,000.00	10,304,800.00	10,320,088.63	2.000	Aaa	AA	801	09/09/2016
313373SZ6	11913	Federal Home Loan Bank		04/02/2013	10,000,000.00	10,309,500.00	10,320,273.52	2.125	Aaa	AA	710	08/10/2016
313378A43	11925	Federal Home Loan Bank		05/02/2013	10,000,000.00	10,032,100.00	10,223,031.02	1.375	Aaa	AA	1,347	03/09/2018
313383A68	11928	Federal Home Loan Bank		06/13/2013	10,000,000.00	9,857,600.00	10,000,000.00	1.080	Aaa	AA	1,443	06/13/2018
313383SV4	11950	Federal Home Loan Bank		12/06/2013	10,000,000.00	10,000,700.00	10,000,290.95	0.170	Aaa	AA	27	07/28/2014
313383QF1	11951	Federal Home Loan Bank		12/06/2013	10,000,000.00	10,000,800.00	10,000,358.53	0.190	Aaa	AA	24	07/25/2014
313383YU9	11955	Federal Home Loan Bank		01/13/2014	10,000,000.00	10,000,100.00	10,001,048.28	0.170	Aaa	AA	66	09/05/2014
313383W56	11957	Federal Home Loan Bank		01/23/2014	10,000,000.00	10,001,500.00	10,000,976.08	0.170	Aaa	AA	52	08/22/2014
3130A1A57	11962	Federal Home Loan Bank		03/13/2014	10,000,000.00	10,000,200.00	9,999,762.01	0.080	Aaa	AA	73	09/12/2014
313378QK0	11966	Federal Home Loan Bank		04/04/2014	10,000,000.00	10,076,100.00	10,025,389.16	1.875	Aaa	AA	1,711	03/08/2019
313381H24	11967	Federal Home Loan Bank		04/04/2014	10,000,000.00	10,007,200.00	10,007,882.98	0.250	Aaa	AA	199	01/16/2015
3130A1KA5	11968	Federal Home Loan Bank		04/08/2014	10,000,000.00	10,000,400.00	10,000,678.74	0.120	Aaa	AA	191	01/08/2015
3130A1LZ9	11969	Federal Home Loan Bank		04/09/2014	10,000,000.00	9,999,800.00	10,000,000.00	0.110	Aaa	AA	192	01/09/2015
313381YP4	11972	Federal Home Loan Bank		04/09/2014	10,000,000.00	10,006,900.00	10,008,762.38	0.250	Aaa	AA	234	02/20/2015
3130A1PG7	11973	Federal Home Loan Bank		04/14/2014	10,000,000.00	9,995,900.00	9,999,449.72	0.125	Aaa	AA	287	04/14/2015
3130A1SK5	11976	Federal Home Loan Bank		04/23/2014	10,000,000.00	9,998,700.00	10,000,000.00	0.100	Aaa	AA	206	01/23/2015
3130A1C48	11977	Federal Home Loan Bank		05/01/2014	10,000,000.00	9,999,400.00	10,002,389.67	0.140	Aaa	AA	232	02/18/2015
3134G3H52	11871	Federal Home Loan Mtg Corp		09/12/2012	10,000,000.00	10,002,900.00	10,000,000.00	1.000	Aaa	AA	1,169	09/12/2017
3134G3K33	11875	Federal Home Loan Mtg Corp		09/27/2012	10,000,000.00	10,002,700.00	9,998,320.83	0.700	Aaa	AA	819	09/27/2016
3134G3S50	11887	Federal Home Loan Mtg Corp		11/30/2012	10,000,000.00	10,010,300.00	10,014,974.03	0.625	Aaa	AA	854	11/01/2016
3134G42M9	11916	Federal Home Loan Mtg Corp		04/25/2013	10,000,000.00	9,929,900.00	10,000,000.00	0.700	Aaa	AA	1,029	04/25/2017
3134G42G2	11917	Federal Home Loan Mtg Corp		04/30/2013	10,000,000.00	9,851,300.00	10,000,000.00	1.050	Aaa	AA	1,399	04/30/2018
3134G43F3	11920	Federal Home Loan Mtg Corp		04/30/2013	10,000,000.00	9,844,600.00	10,000,000.00	1.020	Aaa	AA	1,399	04/30/2018
3134G43V8	11923	Federal Home Loan Mtg Corp		05/15/2013	10,000,000.00	9,886,100.00	9,999,225.56	1.050	Aaa	AA	1,414	05/15/2018
3134G47M4	11930	Federal Home Loan Mtg Corp		06/26/2013	10,000,000.00	10,002,000.00	10,000,000.00	1.500	Aaa	AA	1,456	06/26/2018
3134G2UA8	11949	Federal Home Loan Mtg Corp		12/05/2013	10,000,000.00	10,012,200.00	10,011,809.96	1.000	Aaa	AA	50	08/20/2014
3137EACU1	11952	Federal Home Loan Mtg Corp		01/03/2014	10,000,000.00	10,007,200.00	10,006,998.53	1.000	Aaa	AA	29	07/30/2014
3134A4UU6	11953	Federal Home Loan Mtg Corp		01/03/2014	10,000,000.00	10,019,000.00	10,018,921.66	5.000	Aaa	AA	14	07/15/2014
3137EADJ5	11970	Federal Home Loan Mtg Corp		04/09/2014	10,000,000.00	10,006,100.00	9,990,968.97	1.000	Aaa	AA	1,123	07/28/2017
3137EACH0	11975	Federal Home Loan Mtg Corp		04/15/2014	10,000,000.00	10,167,500.00	10,167,170.41	2.875	Aaa	AA	223	02/09/2015
3136G0B26	11874	Federal National Mtg Assn		09/27/2012	10,000,000.00	9,958,100.00	10,000,000.00	1.000	Aaa	AA	1,184	09/27/2017
3135G0NH2	11876	Federal National Mtg Assn		09/13/2012	10,000,000.00	9,983,600.00	9,996,184.27	0.950	Aaa	AA	1,149	08/23/2017

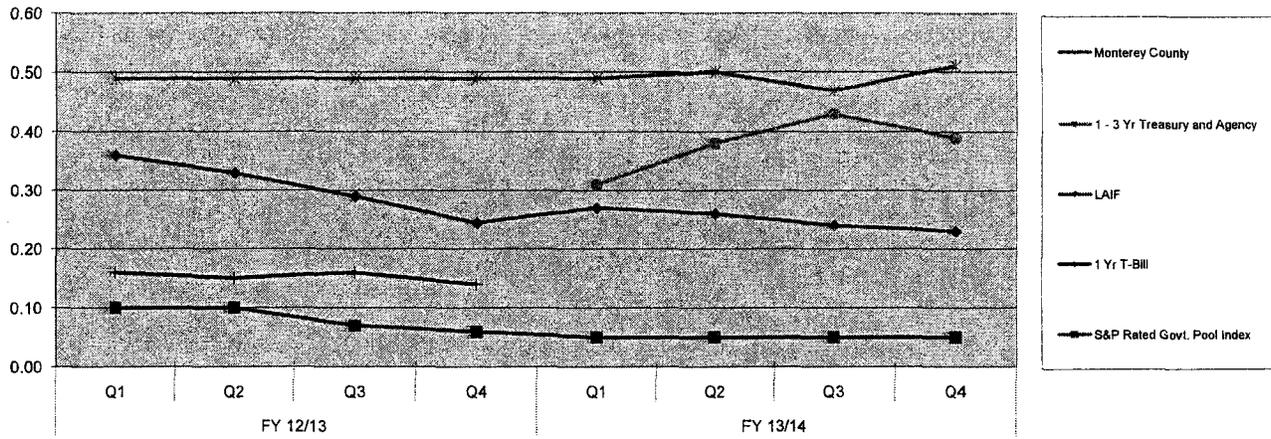
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Monterey County  
Portfolio Management  
Portfolio Details - Investments  
June 30, 2014

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	Days to Maturity	Maturity Date
Fed Agcy Coupon Sec - GC 53601(f)												
3136G04Q1	11884	Federal National Mtg Assn		11/20/2012	10,000,000.00	10,044,700.00	10,134,564.06	1.500	Aaa	AA	1,238	11/20/2017
3136G06Z9	11885	Federal National Mtg Assn		12/13/2012	10,000,000.00	9,955,300.00	10,000,000.00	0.650	Aaa	AA	896	12/13/2016
3136G14N6	11890	Federal National Mtg Assn		01/02/2013	10,000,000.00	9,926,900.00	9,995,001.55	0.750	Aaa	AA	1,093	06/28/2017
3135G0PP2	11903	Federal National Mtg Assn		01/18/2013	10,000,000.00	9,973,500.00	10,022,739.00	1.000	Aaa	AA	1,177	09/20/2017
3135G0UH4	11906	Federal National Mtg Assn		02/22/2013	10,000,000.00	9,946,300.00	10,000,000.00	1.200	Aaa	AA	1,332	02/22/2018
3135G0XA6	11924	Federal National Mtg Assn		05/21/2013	10,000,000.00	9,831,800.00	10,000,000.00	1.030	Aaa	AA	1,420	05/21/2018
3135G0XK4	11927	Federal National Mtg Assn		05/30/2013	10,000,000.00	9,879,000.00	10,000,000.00	1.050	Aaa	AA	1,424	05/25/2018
3135G0WJ8	11929	Federal National Mtg Assn		05/28/2013	10,000,000.00	9,832,200.00	9,935,738.98	0.875	Aaa	AA	1,420	05/21/2018
3135G0PQ0	11948	Federal National Mtg Assn		12/04/2013	10,000,000.00	9,926,600.00	9,939,985.77	0.875	Aaa	AA	1,213	10/26/2017
3135G0BY8	11954	Federal National Mtg Assn		01/06/2014	10,000,000.00	10,012,300.00	10,011,610.04	0.875	Aaa	AA	58	08/28/2014
3135G0MZ3	11971	Federal National Mtg Assn		04/09/2014	10,000,000.00	9,944,500.00	9,931,910.58	0.875	Aaa	AA	1,154	08/28/2017
3135G0HG1	11974	Federal National Mtg Assn		04/15/2014	10,000,000.00	10,017,100.00	10,017,873.11	0.375	Aaa	AA	258	03/16/2015
Subtotal and Average			567,519,597.22		500,000,000.00	499,745,700.00	501,110,385.04				780	
Federal Agency Disc.-GC 53601(f)												
313589G98	11965	FNMA Discount Note		04/01/2014	10,000,000.00	9,999,100.00	9,998,288.20	0.073	Aaa	AA	85	09/24/2014
Subtotal and Average			16,150,664.00		10,000,000.00	9,999,100.00	9,998,288.20				85	
US Treasury Note-GC 53601(b)												
912828VR8	11940	U.S. Treasury		08/29/2013	10,000,000.00	10,024,200.00	9,967,502.31	0.625	Aaa	AA	776	08/15/2016
912828RB8	11956	U.S. Treasury		01/14/2014	10,000,000.00	10,004,700.00	10,004,951.58	0.500	Aaa	AA	45	08/15/2014
912828TL4	11958	U.S. Treasury		01/30/2014	20,000,000.00	20,005,400.00	20,004,977.37	0.250	Aaa	AA	61	08/31/2014
912828TQ3	11959	U.S. Treasury		01/30/2014	20,000,000.00	20,009,400.00	20,007,314.17	0.250	Aaa	AA	91	09/30/2014
Subtotal and Average			59,995,101.22		60,000,000.00	60,043,700.00	59,984,745.43				187	
US Treasury Bill-GC 53061(b)												
912796DV8	11963	US Treasury - Bills		03/13/2014	10,000,000.00	9,999,600.00	9,998,500.00	0.075	Aaa	AA	72	09/11/2014
Subtotal and Average			9,997,562.50		10,000,000.00	9,999,600.00	9,998,500.00				72	
Federal Agency Step Up-GC 53601(f)												
3134G4NB0	11946	Federal Home Loan Mtg Corp		12/19/2013	10,000,000.00	10,011,800.00	10,000,000.00	0.625	Aaa	AA	1,267	12/19/2017
3136G07K1	11886	Federal National Mtg Assn		12/06/2012	10,000,000.00	9,947,100.00	9,996,569.44	0.700	Aaa	AA	1,254	12/06/2017
Subtotal and Average			19,996,446.28		20,000,000.00	19,958,900.00	19,996,569.44				1,261	
Total and Average			1,053,631,248.08		986,408,421.14	986,698,521.14	987,543,562.55				461	

### Exhibit C Monterey County Historical Yields vs. Benchmarks



Quarterly Yield	FY 12/13				FY 13/14			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Monterey County	0.49	0.49	0.49	0.49	0.49	0.50	0.47	0.51
1 - 3 Yr Treasury and Agency					0.31	0.38	0.43	0.39
LAIF	0.36	0.33	0.29	0.24	0.27	0.26	0.24	0.23
1 Yr T-Bill	0.16	0.15	0.16	0.14				
S&P Rated Govt. Pool Index	0.10	0.10	0.07	0.06	0.05	0.05	0.05	0.05

The S&P Index yields are obtained from Bloomberg

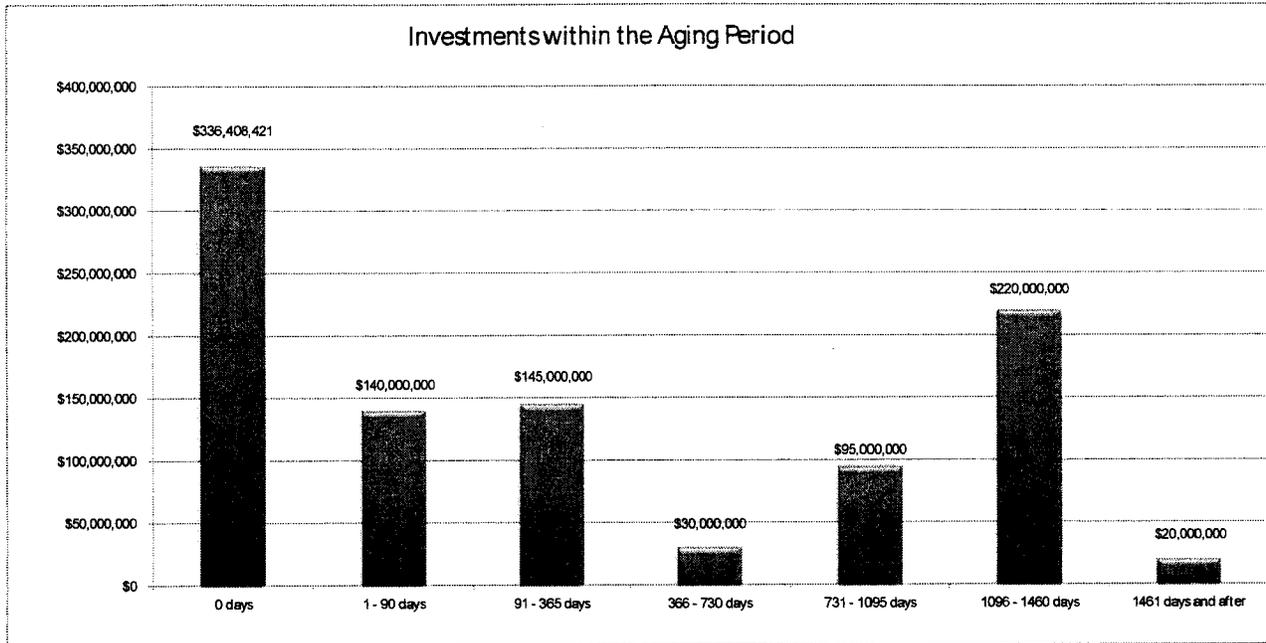
The 1-3 Yr Treas and Agy benchmark has replaced the 1 Yr T-Bill , as it more accurately reflects the current composition and weighted average maturity of the County's portfolio.

The 1-3 Yr Treas and Agy yields are obtained from the B of A Merrill Lynch Global Bond Indices/Bloomberg



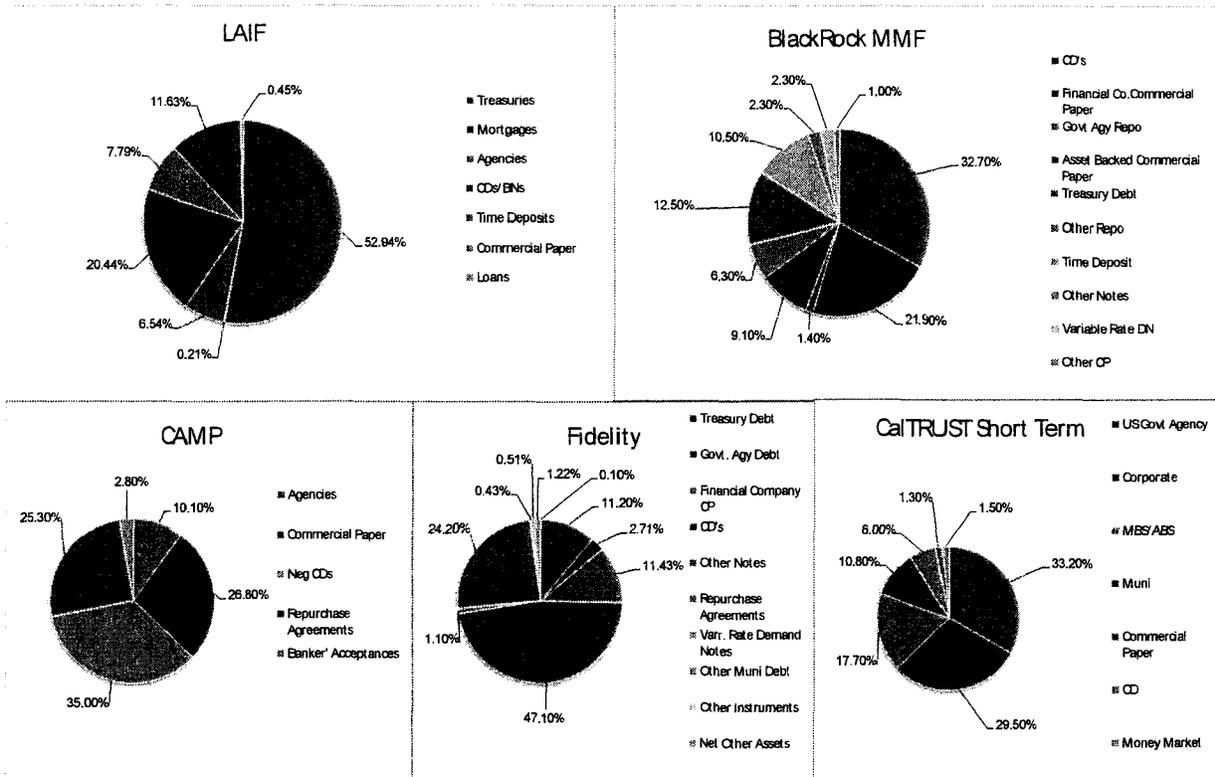
**Exhibit D  
Monterey County  
Ageing Report  
By Maturity Date  
As of July 1, 2014**

Aging Interval:	Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value	
0 days (07/01/2014 - 07/01/2014)	8 Maturities	336,408,421.14	34.10%	336,408,421.14	336,408,421.14
1 - 90 days (07/02/2014 - 09/29/2014)	13 Maturities	140,000,000.00	14.19%	140,058,493.19	140,062,800.00
91 - 365 days (09/30/2014 - 07/01/2015)	14 Maturities	145,000,000.00	14.70%	145,200,782.34	145,221,650.00
366 - 730 days (07/02/2015 - 06/30/2016)	3 Maturities	30,000,000.00	3.04%	30,321,584.00	30,400,100.00
731 - 1095 days (07/01/2016 - 06/30/2017)	11 Maturities	95,000,000.00	9.63%	95,351,685.71	95,800,250.00
1096 - 1460 days (07/01/2017 - 07/01/2018)	22 Maturities	220,000,000.00	22.30%	220,139,781.01	218,659,500.00
1461 days and after (07/01/2018 - )	2 Maturities	20,000,000.00	2.03%	20,062,855.16	20,345,800.00
<b>Total for 73 Investments</b>		<b>100.00%</b>	<b>987,543,562.55</b>	<b>986,698,521.14</b>	



Portfolio INVT  
AP

**Exhibit E  
Overnight (Liquid) Asset Distribution**



\* Percent total may not equal 100 due to rounding

\* Net Other Assets may include cash and receivables and payables related to open security or capital stock trades

	LAIF	CAMP	Fidelity MMF	BlackRock	CalTRUST Short-Term
Credit Rating	NR	AAAm	AAAm	NR	Amf/S1
Fund Assets	\$60.2 Billion	\$1.79 Billion	\$39.22 Billion	\$6.28 Billion	\$740 Million
WAM	220 days	51 days	43 days	48 days	518 days
Percent of Portfolio Invested in Fund	5.07%	6.56%	3.30%	9.04%	10.14%
Fund Quarterly Return	0.23%	0.06%	0.06%	0.06%	0.39%

**SUBJECT:** Agreement for Legal Services, 2014-15

**PERSON(S) RESPONSIBLE:** Ralph Gómez Porras, Superintendent

---

**RECOMMENDATION:**

Administration recommends the Board approve the agreement for legal services with Lozano Smith.

**BACKGROUND:**

Lozano Smith has been the District's legal counsel for several years, assisting with general and special education matters. The most recent rate increase was in 2013-14.

**INFORMATION:**

The agreement for 2014-15 school year contains no rate changes.

**FISCAL IMPACT:**



Andy J. Garcia  
*Executive Director*

E-mail: [agarcia@lozanosmith.com](mailto:agarcia@lozanosmith.com)

June 20, 2014

Ralph Gomez Porras  
Superintendent  
Pacific Grove Unified School District  
435 Hillcrest Avenue  
Pacific Grove CA 93950

Re: 2014-2015 Agreement for Legal Services

Dear Dr. Porras:

Thank you for allowing us to provide legal services to you in the past year.

As mentioned in our letter dated May 21, 2014, our rates will not change, and our 2013-2014 Agreement for Legal Services will be extended through the 2014-2015 school year. Moreover, we will also be extending our 5% pre-payment discount on legal services through the 2014-2015 school year. The 5% discount will be applied from your pre-paid trust account, and do not apply to costs and expenses.

Enclosed with this letter, is the 2013-2014 Agreement for Legal Services. Should you have any questions, please contact me. We look forward to working with you this coming school year.

Sincerely,

LOZANO SMITH

A handwritten signature in black ink, appearing to be 'Andy J. Garcia', written over the typed name 'LOZANO SMITH'. The signature is stylized with a large loop and a long horizontal stroke.

Andy J. Garcia  
*Executive Director*

AJG/jv

Enclosure: Copy of 2013-2014 Agreement for Legal Services

*Limited Liability Partnership*



**AGREEMENT FOR LOZANO SMITH LEGAL SERVICES**

THIS AGREEMENT is effective July 1, 2013, between the Pacific Grove Unified School District ("Client") and the law firm of Lozano Smith, LLP ("Attorney").

Client and Attorney agree as follows:

Client hires Attorney as its legal counsel with respect to matters the Client refers to Attorney. Attorney shall provide legal services to represent Client in such matters, keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client has been advised of the right to seek independent legal advice regarding this Agreement.

Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement). Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours.

Client may choose to pre-pay for legal services. If Client elects to pre-pay, any amount of pre-payment will be held in trust by Attorney. Attorney will thereafter charge Client at 95% of the hourly professional rates on the attached rate schedule, reflecting a 5% discount, with such charges applying against the pre-paid amount on deposit until that amount is exhausted, at which point the hourly professional rates will be charged at 100% of the hourly professional rates on the attached rate schedule. The pre-payment and 5% discount do not apply to costs and expenses.

Attorney shall send Client a statement for fees and costs incurred every calendar month. Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

In addition to regular telephone, mail and other common business communication methods, Client authorizes Attorney to use facsimile transmissions, cellular telephone calls, unencrypted email, and other computer transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

Client may discharge Attorney at any time by written notice. Unless otherwise agreed, and except as required by law, Attorney will provide no further services after receipt of such notice. Attorney may withdraw its services with Client's consent or as allowed or required by law, upon ten (10) calendar days written notice. Upon discharge or withdrawal, Attorney shall transition all outstanding legal work and services to others as Client shall direct.

SO AGREED:

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

LOZANO SMITH, LLP

Ralph Porras, Ed. D.  
Superintendent

8/15/2013

Date

Gregory A. Wedner  
Managing Partner

June 11, 2013

Date



PROFESSIONAL RATE SCHEDULE  
FOR PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
(Effective July 1, 2013)

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate\*:

Partner / Senior Counsel / Of Counsel	\$ 215 - \$ 295 per hour
Associate	\$ 165 - \$ 225 per hour
Law Clerk	\$ 135 per hour
Paralegal	\$ 110 per hour
Educational Consultant**	\$ 125 per hour

\* Rates for Specific Attorneys Available Upon Request

\*\* Non-Attorney (Current or Former School District Administrator or Board Member)

Lozano Smith will provide a monthly, itemized statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

2. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

**SUBJECT:** Approval of Membership for California School Board Association

**PERSON(S) RESPONSIBLE:** Ralph Gómez Porras, Superintendent

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**RECOMMENDATION:**

It is recommended that the Board approve this membership for California School Board Association dues for 2014-15 in the amount of \$6,739.00.

**BACKGROUND:**

In the 2012 – 2013 school year, due to the negative financial impact and reduced need for California School Boards Association services, the PGUSD Trustees voted to discontinue membership in that association. In 2013-14 school year the PGUSD Trustees voted to re-engage services with CSBA so that the Board could access the benefits of the annual conference and new designed trainings associated with board governance, the new California Common Core Standards and other policy services.

**INFORMATION:**

Benefits of Membership

As the only statewide organization representing the local school governance perspective, the California School Boards Association provides resources to help fulfill the complex roles. CSBA provides a wide range of advocacy, leadership development, policy, information, financial and other support services.

CSBA's range of critical services includes but is not limited to:

- Legislative Advocacy
- Communications
- Policy and Programs
- Policy Services and Governance Technology Services
- Education Legal Alliance
- Leadership Development
- Governance Consulting
- Financial and District Services

Membership in CSBA gives board members and administrators access to the resources that help them fulfill their complex governance and leadership roles and ensure high levels of student achievement.

**FISCAL IMPACT:**

Membership for California School Board Association dues for 2014-15 in the amount of \$6,739.00.



**Membership Billing**  
 California School Boards Association  
 3251 Beacon Boulevard  
 West Sacramento, CA 95691  
 (916) 371-4691 FAX (916) 669-3366

Consent Agenda Item L

Please refer to your billing number in all communications regarding this billing.

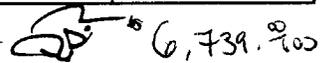
<b>Billing Date</b>
5/5/2014

<b>Billing No.</b>
100588-15

**Sold** Pacific Grove USD  
**To:** 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900

ITEM NO.	DESCRIPTION	BILLED AMT	PAYMENT RCVD	BALANCE DUE
	CSBA Membership Dues 2014-15 *	\$6,739.00	\$0.00	\$6,739.00
	<del>Education Legal Alliance Membership Dues 2014-15</del>	<del>\$1,685.00</del>	<del>\$0.00</del>	<del>\$1,685.00</del>
<p>* \$4 of your CSBA annual membership dues is used to pay for a subscription to California School News for each board member and superintendent.</p> <p>* \$2 of your CSBA annual membership dues is used to pay for a subscription to California Schools magazine for each board member and superintendent.</p>				
		<b>BILLED AMT</b>	<b>PAYMENT RCVD</b>	<b>TOTAL DUE</b>
		\$ 8,424.00	\$ 0.00	\$ 8,424.00

<b>PAYMENT RCVD</b>	<b>TOTAL DUE</b>
\$ 0.00	\$ 8,424.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT 



California School Boards Association  
 3251 Beacon Boulevard  
 West Sacramento, CA 95691  
 (916) 371-4691 FAX (916) 669-3366

**OK TO PAY?** 

Billing No. 100588-15	Billing Date 5/5/2014
--------------------------	--------------------------

**Make checks payable to:**  
 California School Boards Association  
 c/o Westamerica Bank  
 P.O. Box 1450  
 Suisun City, CA 94585-4450

**Sold to:**  
 Pacific Grove USD  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950-4900



May 5, 2014

Superintendent and Board President  
Pacific Grove USD  
435 Hillcrest Ave  
Pacific Grove, CA 93950-4900

Dear Superintendent and Board President,

Thank you for your continued membership in CSBA. Enclosed is your 2014-15 dues invoice.

Members like you are important to CSBA and to the future of public education. As dedicated school governance leaders, you are committed to ensuring student achievement and success. CSBA proudly shares that commitment and is dedicated to providing the services and support you need to provide a high-quality education for your students.

CSBA is 966 members strong, meaning more than 95 percent of California's school districts and county offices of education count on our wide range of advocacy, leadership development, policy, financial, information and other support services. A snapshot of what CSBA accomplished for its members in 2013-14 is also enclosed.

In just the last three years, Pacific Grove USD has benefited directly from its CSBA membership by participating in the following programs or services:

**Policy Services:**

**Leadership Development:** Annual Education Conference and Trade Show, Orientation for New Trustees

**District and Financial Services:** Cash Reserve/TRANS, Government Purchasing Alliance, MandatePrep, TDS Common Remitter

CSBA is your organization! Contact us with your member needs at (800) 266-3382 or [csba@csba.org](mailto:csba@csba.org). For reference, you are in CSBA Region 9. The CSBA Director providing leadership and support in your region is Tami Gunther of the Atascadero USD.

Your continued membership in CSBA affirms a commitment to joining with other districts and COEs in enabling the association to provide the best services and support for you, your students and your schools. Again, thank you for your dedication and continuing service to your community.

Sincerely,

Josephine "Jo" Lucey  
CSBA President

Enclosures

# Together we make a difference!



*In 2013-14, your membership dues enabled CSBA to:*

- » ensure the governance perspective was included in the biggest overhaul of school funding since the 1970s and the creation of the Local Control Funding Formula (LCFF), which includes increased governing board authority;
  - » successfully push for the LCFF to contain a higher base grant and substantial ongoing state investment in LCFF funding;
  - » conduct more than 30 complimentary LCFF workshops around the state to educate governance teams on LCFF and how it works, along with the roles and responsibilities boards now have;
  - » develop and regularly enhance an online LCFF Toolkit, providing comprehensive guidance, samples, resources and materials, including Local Control Accountability Plan (LCAP) templates, suggestions for public engagement, video tutorials, etc.;
  - » develop and/or revise sample board policies related to LCFF implementation and LCAP development;
  - » lead the effort in 2013 to veto flawed legislation regarding the teacher dismissal process; and in 2014, sponsor legislation to make the process more efficient and less expensive, while maintaining fairness and due process for teachers;
  - » propose and advocate for a \$1.25 billion in Common Core implementation funding (\$200 per pupil apportionments began in August 2013);
  - » advocate for legislation to better address the suspension/expulsion issue and create reasonable alternative disciplinary strategies to keep more students in school;
  - » represent local governing board interests at State Board of Education and Commission on Teacher Credentialing meetings;
  - » develop and/or revise more than 85 sample board policies, regulations, bylaws and exhibits;
  - » train and educate thousands of school governance leaders;
  - » save members substantial time and money through district services and financial services programs;
  - » develop policy briefs, fact sheets and guidance on a range of critical education topics, including Common Core, English learners, governance, linked learning, blended learning, homelessness, physical education, foster youth, at-risk students, bullying, teacher burnout and more;
  - » initiate and participate in litigation of statewide significance to all schools and students;
  - » issue legal guidance on important topics such as AB 1266, which addressed transgender students' use of facilities and participation in athletic programs;
  - » provide six complimentary educational webinars and webcasts on timely issues;
  - » engage school governance leaders through a variety of social media;
  - » engage more than 1,300 board members and administrators on the AEC Engage online community, where annual conference attendees connected with other attendees, presenters and exhibitors, and built their daily schedules;
  - » significantly restructure and revise the CSBA Policy Platform, which provides a broad policy framework for implementing the association's mission;
  - » launch the redesigned Masters in Governance program, which features a more convenient format and increased program flexibility;
  - » launch the new Executive Search Service, which provides a comprehensive five-phase process for the selection and hiring of the best possible superintendent;
  - » redesign the Agenda Online system with new features, including an improved workflow, personal notes capability and customized agendas and minutes;
- and much more.***

**[www.csba.org](http://www.csba.org)**

**SUBJECT:** Approval of California School Board Association GAMUT Online Service Agreement

**PERSON(S) RESPONSIBLE:** Ralph Gómez Porras, Superintendent

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**RECOMMENDATION:**

It is recommended that the Board approve California School Board Association (CSBA) GAMUT Online Service Agreement dues for 2014-15 in the amount of \$2,000.00.

**INFORMATION:**

Benefits of GAMUT Online include providing Pacific Grove Unified School District with a web-based policy information service, incorporating the complete CSBA Policy Update Reference Manual- more than 800 sample policies, regulations and exhibits- with links to related resources.

**FISCAL IMPACT:**

GAMUT Online Service Agreement due for 2014-15 in the amount of \$2,000.00.

# Statement of Account



California School Boards Association  
 3251 Beacon Boulevard, P.O. Box 1660  
 West Sacramento, CA 95691  
 (916) 371-4691 | FAX (916) 371-3407

Date	Account #
06/17/2014	100588

**Pacific Grove USD**  
**Attn: Accounts Payable**  
**435 Hillcrest Ave**  
**Pacific Grove, CA 93950-4900**

**Please mail checks to:**  
 c/o WestAmerica Bank  
 P.O. Box 1450  
 Suisun City, CA 94585-4450

Date	Ref #	Description	Amount	Credits	Balance
05/23/2014	R115143	Dues/Subscription - Gamut Online	\$2,000.00	\$0.00	\$2,000.00
<b>Total Due:</b>					<b>\$ 2,000.00</b>



Current	30 Days	60 Days	Over 90 Days
<b>\$ 2,000.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

**Payment terms are net 30-days from invoice date. Thank you for keeping your account current.**

**CALIFORNIA SCHOOL BOARDS ASSOCIATION  
GAMUT ONLINE SERVICE AGREEMENT**

This GAMUT Online Service Agreement ("Agreement") is entered into between Pacific Grove USD ("District") and the California School Boards Association, West Sacramento, California ("CSBA").

**I. PURPOSE**

The purpose of this Agreement is to provide GAMUT Online service.

**II. CONDITION PRECEDENT**

To be eligible for this program, the district must be a member in good standing of CSBA. Districts wishing to access their manual online must also subscribe to the CSBA Manual Maintenance Plus service which is a separate and independent fee.

**III. SERVICES AND RESPONSIBILITIES**

**A. CSBA shall:**

1. Provide District with a Web-based policy information service, incorporating the complete CSBA Policy Update Reference Manual - more than 800 sample policies, regulations and exhibits - with links to related resources. Content is updated on an ongoing basis.
2. Provide access to the District's policy manual when the District is also a member of the CSBA Manual Maintenance Plus service. District policies will include links to related resources.
3. Update District manual based on District's submission to CSBA. Provide email notification of policy updates to persons designated by District to receive notifications.
4. Provide District with needed user accounts as requested by designated district contact person.

**B. District shall:**

1. Comply with the GAMUT End User License Agreement.
2. Provide CSBA with a contact person through whom user accounts for the district will be established.

**CSBA GAMUT ONLINE SERVICE AGREEMENT**  
**PAGE TWO**

**IV. FEES, FEE PAYMENT SCHEDULE**

In consideration for the services provided by CSBA under III.A.1-4 of this Agreement, District shall pay to CSBA the annual fee of \$2,000.00. Thereafter, District shall pay the annual fee for each subsequent fiscal year as set forth in the renewal notice provided by CSBA to District. The annual fee shall be due and payable on July 1 of each subsequent fiscal year. CSBA shall have the right to adjust the annual fee to reflect changes in the cost of providing services under this Agreement.

**V. TERM**

This Agreement shall remain in effect and be deemed automatically renewed effective July 1 of each fiscal year unless terminated by either District or CSBA in a written notice delivered to the other party at least thirty (30) days prior to July 1 of such fiscal year. In the event District fails to maintain its membership in CSBA or to pay the annual fees described in IV above, CSBA shall have no obligation to perform services under this Agreement.

**VI. OFFICIAL REPRESENTATIVES**

All notices by CSBA or District shall be mailed, delivered or transmitted to the following addresses and fax numbers, unless otherwise agreed in writing:

<b>CSBA</b>	<b>SCHOOL DISTRICT</b>
Policy Services California School Boards Association 3251 Beacon Blvd. P.O. Box 1660 West Sacramento, California 95691 (916) 371-4691 (916) 371-3407 Fax	Pacific Grove USD 435 Hillcrest Avenue Pacific Grove, CA 93950-4900 (831) 646-6520 (831) 646-6500 Fax

**CSBA GAMUT ONLINE SERVICE AGREEMENT  
PAGE THREE**

**VII. MISCELLANEOUS**

This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements written or oral. No modifications of this Agreement shall be valid or enforceable unless such modification is in writing and signed by the party to be bound.

"CSBA"

"DISTRICT"

CALIFORNIA SCHOOL BOARDS  
ASSOCIATION

PACIFIC GROVE USD

By:   
Signature

By:   
Signature

Martin Gonzalez  
Name (print)

Ralph Gómez Porras  
Name (print)

Assistant Executive Director,  
Member Services  
Title of Official

Superintendent PGUSD  
Title of Official

Date: 4/1/14

Date: 03.21.14

Please sign both copies of this agreement. One copy is to be retained by the district and one copy is to be returned to CSBA Member Services, P.O. Box 1660, West Sacramento, California 95691.

**SUBJECT:** Approval of 2014-15 MCOE Internet and Tech Support Services MOU

**PERSON(S) RESPONSIBLE:** Bruce Cates, Director of Technology

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**RECOMMENDATION:**

The Administration recommends that the Board approve the 2014-15 Memo of Understanding (MOU)s with MCOE for Wide Area Network Services and Internet Access Services and Optional Services to maintain our router. These agreements provide annual network support, allow the school sites to continue with the current internet service and to participate in upgraded internet service once installed.

**BACKGROUND:**

The District enters into a comprehensive contract with MCOE for the provision of various Instructional Resources and Technology services. The District has used these services for many years. In order to use these services, agreements are required.

**INFORMATION:**

The MCOE network service successfully, and cost effectively, links all of our schools and district office to the internet and provides network support for a relatively low fee.

The Internet Access and Network Support MOU covers the 2014-15 fiscal year.

The Wide Area Network service MOU runs through June 30, 2018 and will replace the current internet service agreement. Our internet bandwidth now is 100Mb/s and costs \$400 per month. The new service increases our internet bandwidth to 1000Mb/s and the cost will drop to \$300 per month.

Bruce Cates, as District Technology Director, has reviewed the agreement and recommends that it be approved.

**FISCAL IMPACT:**

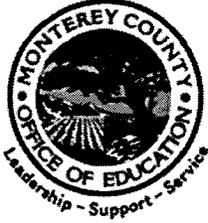
Approval of the MOUs will cost \$13,450 for one year.

\$7,500 Technology Services

\$4,800 Internet Access

\$1,150 Router Maintenance & Warranty Service

This amount is included within the District budget.



# Monterey County Office of Education

*Dr. Nancy Kotowski*  
County Superintendent of Schools

## MEMORANDUM OF UNDERSTANDING

### **Between Pacific Grove Unified School District and the Monterey County Office of Education Regarding Internet Access Service**

This Memorandum of Understanding establishes an AGREEMENT between the Pacific Grove Unified School District, hereafter referred to as AGENCY, and the Monterey County Office of Education (MCOE) to provide for services as defined in this agreement.

In order to meet the requirements of this agreement, the MCOE and AGENCY agree to the following:

#### **1.0 PURPOSE**

This Agreement between AGENCY and MCOE exists to provide AGENCY with Internet Access service including related ancillary bundled services.

#### **2.0 EFFECTIVE DATE AND TERM**

This agreement is effective from July 1, 2014 through June 30, 2015 at which time it will expire unless extended under mutual agreement. The AGREEMENT is also subject Section 7.0 Termination.

#### **3.0 DEFINITIONS**

Internet Access – is a serviced that provides basic conduit access to the Internet and Internet-based services.

#### **4.0 SERVICES**

The primary service provided under this AGREEMENT is Internet access. The following sections describe the complimentary services that are provided as part of this primary service and detail how additional services may be requested and added under this AGREEMENT.

##### **4.1 Services Performed**

MCOE agrees to provide AGENCY the following services in satisfaction of the purpose of this AGREEMENT as outlined in Section 1.0 Purpose.

**4.1.1** Internet access at speeds of 100Mbps.

**4.1.2** Outside Incident Coordination – MCOE shall assist clients with provider related outages. When an outage or connection degradation occurs on a provider circuit from Client to MCOE, the latter shall trace the cause,

*MCOE Internet Access Agreement*

notify provider and Client, and work with both parties to resolve the issue.

- 4.1.3** All bundled services are clearly delineated and subject to the provisions as described in the Internet Access Service Level Agreement. Bundled services include the following:

- 4.1.3.1** Traffic Shaping
- 4.1.3.2** Managed Monitoring
- 4.1.3.3** Traffic Analysis
- 4.1.3.4** Outside Incident Coordination
- 4.1.3.5** K12HSN Access
- 4.1.3.6** Circuit Coordination
- 4.1.3.7** Content Filtering
- 4.1.3.8** Spam Filtering
- 4.1.3.9** Intruder Protection System (IPS)
- 4.1.3.10** Firewall
- 4.1.3.11** Service Desk

- 4.1.4** Router maintenance is available as an additional service. For more information please refer to the *Internet Access SLA*.

## **4.2 Additional Services**

In the event AGENCY requires services from MCOE in addition to those set forth in this Agreement, AGENCY shall compensate MCOE for costs incurred by those additional services. If AGENCY believes that additional services are necessary or desirable, they shall submit a written description of the additional services to MCOE, along with the reasons the additional services are required or reasonable. Such services shall be performed only after both Parties agree in writing to proceed with the additional services.

- 4.2.1** Fees for any miscellaneous services contracted beyond the scope of this agreement will be charged at the rate of \$90.00 per hour, paid by AGENCY within 30 days after receipt of an invoice. If not paid as agreed, any amounts due will be made via funds transfer, initiated by MCOE, from the AGENCY to MCOE.

## **5.0 RESPONSIBILITIES**

### **5.1 Connectivity Between Agency and MCOE:**

Use of the Internet services included in this agreement requires a digital transmission service between AGENCY and MCOE's Data Center. That connection and its associated costs are not included in this agreement. It can be provided by any service provider AGENCY wishes to use for that service.

If AGENCY participates in shared network services contracted on their behalf by MCOE, those services are covered under other agreements and will be treated separately and independently from the Internet service to be provided under this agreement, even if used to carry Internet traffic between AGENCY and MCOE's data center.

*MCOE Internet Access Agreement*

It is MCOE's intent to provide Internet service at the same service level and price, regardless of AGENCY's choice of service provider for digital transmission services.

**5.2** All other responsibilities under this AGREEMENT are governed by the Internet Access Service Level Agreement.

**6.0 ACCEPTABLE USE**

**6.1** MCOE shall abide by the following to ensure an acceptable network environment:

- 6.1.1** MCOE shall provide Network monitoring for the purpose of notification of connection failure and bandwidth utilization threshold. For more detailed information regarding monitoring services see the *Internet Access Service Level Agreement (SLA)*.
- 6.1.2** MCOE shall reserve the right to review and monitor AGENCY's Network connection in order to determine whether specific uses of the Network are inappropriate.
- 6.1.3** MCOE shall monitor activities of AGENCY's Network connection during the course of performing normal system and Network maintenance and/or while investigating alleged violations.

**6.2** AGENCY shall adhere to the following provisions regarding acceptable use:

- 6.2.1** AGENCY shall ensure that all personnel and students understand the proper use of the Internet and applicable copyright laws.
- 6.2.2** AGENCY shall ensure that all personnel and students abide by the policies and regulations as outlined in AGENCY's Acceptable Use Policy (AUP). In the event AGENCY does not provide an AUP, AGENCY personnel and students shall abide by the AUP provided by MCOE.
- 6.2.3** AGENCY shall use the MCOE network at its own risk and develop and implement policies and procedures to prevent illegal, libelous, or inappropriate use of MCOE's network services.
- 6.2.4** AGENCY shall have the sole responsibility for the accuracy, quality, integrity, reliability, and appropriateness of its Network which includes internal operation to include technical support, router or core switch maintenance.
- 6.2.5** AGENCY shall be responsible for setting policies for filtering of inappropriate sites on its Network for its users.
- 6.2.6** AGENCY shall use reasonable efforts to prevent unauthorized access to, or use of, the Network.

*MCOE Internet Access Agreement***7.0 TERMINATION**

There shall be no termination of this AGREEMENT for any reason other than non-performance. In the event AGENCY seeks termination, MCOE may, at its discretion, impose penalties equal to the pro-rated remaining amount due per the AGREEMENT.

**7.1** In the event that the MCOE fails to perform on a material term of this AGREEMENT, AGENCY has the right to terminate the AGREEMENT upon thirty (30) days written notice.

**7.2** In the event that AGENCY fails to perform on a material term of this AGREEMENT, then the MCOE shall have the right to terminate the AGREEMENT upon thirty (30) days written notice.

**8.0 PAYMENT**

In consideration of the Services set forth in Section 4.0 of this AGREEMENT to be performed by MCOE, AGENCY agrees to pay an annual service fee. The annual cost for AGENCY is based upon a charge of \$7,500 for 100Mbps bandwidth which equates to a monthly cost of \$625.00. Payment shall be made via funds transfer, initiated by MCOE, from AGENCY to MCOE.

Please note that the annual service fee described in this section is NOT eligible for E-Rate discounts or CTF Funding for the 2014-2015 Funding Year on AGENCY applications.

**9.0 INDEMNIFICATION**

Both parties agree to indemnify, defend, and hold harmless, the officers, agents and employees of the other party against any claim, liability, loss, injury or damage imposed arising out of the performance of responsibilities for this Agreement, except for liability resulting from the negligent or willful misconduct of either party, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless either party under this Agreement, both parties shall reimburse the non-negligent party for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. Both parties shall seek the approval of any settlement that could adversely affect the other party, its officers, agents or employees.

**10.0 ARBITRATION**

**10.1** The Parties agree that should any controversy or claim arise out of or relating to this Agreement they will first seek to resolve the matter informally for a reasonable period of time not to exceed thirty (30) days. If the dispute remains, it shall be subject to mediation with a mediator agreed to by both parties and paid for by both parties, absent an agreement otherwise. If after mediation there is no resolution of the dispute, the parties agree to resolve the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.

*MCOE Internet Access Agreement*

- 10.1.1** The Parties shall select one arbitrator pursuant to the AAA's Commercial Arbitration Rules.
- 10.1.2** The arbitrator shall present a written, well-reasoned decision that includes the arbitrator's findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.
- 10.1.3** The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term "costs and fees" includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney's fees and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with sections 9.1.1 and 9.1.2 of this paragraph.

**11.0 NON-DISCRIMINATION**

MCOE and AGENCY agree that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons. All nondiscrimination rules and regulations required by law to be included in this AGREEMENT are incorporated by this reference.

**12.0 GOVERNING LAW**

The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California, with venue in Monterey County, California and no other place.

**13.0 COMPLIANCE WITH LAWS**

The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this AGREEMENT.

**14.0 ASSIGNMENT**

Unless authorized in writing by both Parties, neither Party shall assign or transfer any rights or obligations covered by this AGREEMENT. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Party.

**15.0 NOTICE**

All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given

*MCOE Internet Access Agreement*

when received if personally served or, if mailed, on the third (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT the addresses of the parties are as follows:

Pacific Grove USD  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950  
 Attn: Bruce Cates  
 Phone: (831) 646-6525

MONTEREY COE  
 901 Blanco Circle  
 Salinas, CA 93901  
 Attn: Adam Gavalla  
 Phone: (831) 784-4164

**16.0 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.

**17.0 AMENDMENT**

This AGREEMENT may only be altered, amended, or modified by written instrument executed by both Parties. The Parties agree to waive any right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or altered by oral agreement, course of conduct or waiver.

**18.0 WAIVER OF DEFAULT**

No delay or failure to require performance of any provision of this AGREEMENT shall constitute a waiver of that provision as to that instance or any other instance. Any waiver must be in writing and shall only apply to that instance.

**19.0 CONFLICT OF INTEREST**

The AGENCY represents that it presently has no interest, which would conflict in any manner or degree with the performance of Services contemplated by this AGREEMENT.

\*\*\*\*\*

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

PACIFIC GROVE UNIFIED  
 SCHOOL DISTRICT

MONTEREY COUNTY OFFICE  
 OF EDUCATION

BY: \_\_\_\_\_  
 Authorized Signature

BY: \_\_\_\_\_  
 Authorized Signature

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Internet Access Service MOU: Addendum 1

**ADDENDUM 1: SELECTION OF OPTIONAL SERVICES**

This addendum is provided to Pacific Grove USD for the selection of optional services as detailed in the Internet Access Service Memorandum of Understanding (MOU). All services presented in this addendum are subject to the terms and conditions set forth in the aforementioned MOU.

\*\*\*\*\*

*Please initial in the appropriate space for each free service AGENCY wishes to include with the Internet Access service. For any service AGENCY does not wish to receive at this time, leave the Agency Initials column blank. For more detailed information regarding each service please refer to the Internet Access Service Level Agreement (SLA).*

**Free Bundled Internet Access Services**

<b>Agency Initials</b>	<b>Service Name</b>	<b>Implementation Requirements</b>
	Traffic Shaping	1. Consultation for initial setup and ongoing configuration changes.
	Managed Monitoring	1. AGENCY shall set the SNMP public community strings and SNMP trap addresses to allow MCOE access to SNMP traffic for monitoring purposes. 2. AGENCY shall implement Access Controls to secure their SNMP server from unauthorized access.
	Traffic Analysis	1. AGENCY shall provide MCOE temporary administrative access to their edge-device to allow installation of the NetFlow monitoring service.
	Outside Incident Coordination	1. AGENCY shall notify provider that MCOE will act as a liaison to rectify provider-related outages when they occur.
	Circuit Coordination	1. AGENCY shall allow MCOE to coordinate circuit activities with the telecommunications vendor.
	Content Filtering	1. AGENCY shall provide the subnet information required for filter configuration. 2. AGENCY shall notify MCOE of any desired changes in allowed or disallowed sites or categories.
	Spam Filtering	1. Agency shall participate in consultation for initial setup and ongoing configuration updates.
	Intruder Protection System	1. Agency shall participate in consultation for initial setup and ongoing configuration updates.
	Firewall Services	1. Decryption requires consultation prior to initial setup. 2. AGENCY shall consult with MCOE if a custom rule is required to block or allow specific traffic.

## Internet Access Service MOU: Addendum 1

*Please initial in the appropriate space and enter the quantity of devices to be supported for each for-fee service AGENCY wishes to include with the Internet Access service. For any service AGENCY does not wish to receive at this time, leave the Agency Initials and Qty. columns blank. For more detailed information regarding each service please refer to the Internet Access Service Level Agreement (SLA).*

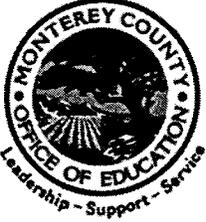
**Add-on Internet Access Services**

<b>Agency Initials</b>	<b>Service Name</b>	<b>Qty</b>	<b>Price</b>	<b>Total Cost</b>	<b>Implementation Requirements</b>
	Router Maintenance	1	\$500/year <sup>1,2,3</sup> per device	\$ 500.00	1. Service is limited to configuration and maintenance of Cisco devices. 2. AGENCY shall provide the administrative credentials for the maintained routers to MCOE TIS staff and relinquish internal administrative access.
	Firewall Maintenance		\$750/year <sup>1,3</sup> per device	\$ 0.00	3. AGENCY shall provide remote access to maintained equipment through any impeding AGENCY devices. 4. AGENCY shall provide physical access to equipment as needed. 5. AGENCY shall provide for all hardware replacement and/or repair unless warranty services are contracted.
	Warranty Service	Cost varies by device and warranty coverage <sup>2,3</sup> .		\$675.00	1. AGENCY shall designate MCOE to act on their behalf for all warranty related issues.
<b>Grand Total</b>				<b>\$ 1,150.00</b>	

<sup>1</sup>Prices for router maintenance and firewall services include application of all patches and firmware updates, where available, and six (6) incidents. Additional hours for incidents are available at a cost of \$90/hour. Contact the MCOE Service Desk if additional support hours are required.

<sup>2</sup>Router maintenance and warranty service are included with ISP services that bundle Last Mile transport. Warranty Service is for Next Business Day (NBD) coverage.

<sup>3</sup>Please refer to Addendum 2 of this MOU for a list of equipment and associated coverage included under the Warranty Service.



# Monterey County Office of Education

*Dr. Nancy Kotowski*  
*County Superintendent of Schools*

## MEMORANDUM OF UNDERSTANDING

### **Between Pacific Grove Unified School District and the Monterey County Office of Education Regarding Wide Area Network Services**

This Memorandum of Understanding establishes an AGREEMENT between the Pacific Grove Unified School District, hereafter referred to as AGENCY, and the Monterey County Office of Education (MCOE) to act on behalf of AGENCY in all activities related to Wide Area Network services as defined in this agreement.

In order to meet the requirements of this agreement, the MCOE and AGENCY agree to the following:

#### **1.0 PURPOSE**

This Agreement between AGENCY and MCOE exists to allow MCOE to act on behalf of AGENCY as a component District of the MCOE District, a Local Education Agency of the State of California, with all activities related to accomplishing a much needed upgrade of the shared Wide Area Network that currently connects AGENCY and MCOE. The agreement also covers the ongoing management and maintenance of both the existing network, until such time as the upgrade is completed, and the new network, once it is in place.

#### **1.1 BACKGROUND:**

AGENCY currently has in place a 100 Mbps Wide Area Network service between the District and the MCOE. That connection is part of a shared Customized Switched Metropolitan Ethernet Service that is provided by AT&T on a contract that is binding through December of 2014.

To meet state and federal recommendations and to meet current and projected educational requirements, upgrading the network to Gigabit during the coming school year is desirable. With prior approval from all of the Districts (AGENCIES) currently using the shared network, MCOE filed a 470, issued an RFP, and awarded a contract to replace the existing network with a service that provides up to a Gigabit of connectivity. AT&T was the only bidder and their bid was deemed to be cost-effective and attractive.

The newly awarded contract allows AGENCY to continue to use the existing 100 Mbps network as long as necessary during the 2014-2015 fiscal year, and to upgrade to a Gigabit connection as soon as practical for approximately the same price as the existing 100 Mbps connection. It is MCOE's intent to upgrade the network as quickly as possible, beginning on July 1, 2014.

## *Wide Area Network Upgrade Agreement*

### **2.0 EFFECTIVE DATE AND TERM**

This agreement is effective on last date signed through June 30, 2018, at which time it will expire unless extended under mutual agreement. The AGREEMENT is also subject to Section 6.0 Termination.

### **3.0 DEFINITIONS**

Customized Switched Metro Ethernet (CSME): This is the current service. It provides a private network that connects to multiple metropolitan area locations over a public network at speeds up to 1 Gbps. However, the service was designed to connect at 100 Mbps - - upgrading to Gigabit on this technology is very expensive and extremely limited with respect to capabilities.

AT&T Switched Ethernet (ASE): This is the newly contracted service. It provides a robust switched Ethernet transport service that provides connectivity at port speeds of 100 Mbps, Gigabit, and 10 Gbps. Besides offering greater speeds, the network offers other benefits including the ability to prioritize applications, to broadcast traffic more efficiently, and the potential to connect to other service providers in the future if needed as described below.

### **4.0 SERVICES**

The primary service procured under this AGREEMENT is Wide Area Network (WAN) services, provided by AT&T connecting AGENCY's network hub site to the MCOE data center via a Wide Area Network (WAN) connection utilizing CSME/ASE at speeds of up to 1Gbps.

- 4.1** Connection is from AGENCY's data center to AT&T's MPLS switched network with an Ethernet Virtual Circuit connecting AGENCY to MCOE's Data Center.
  - 4.1.1** Service includes all equipment necessary to deliver the service on a 1 Gigabit Ethernet hand-off.
  - 4.1.2** Service Provider Equipment shall be fully eligible as On-Premise Priority One Equipment for E-rate purposes.
  - 4.1.3** Service is to be connected at or near where the existing CSME connection is located. Changes to location may require additional costs, which will be paid by AGENCY without additional E-Rate funding.
  - 4.1.4** AGENCY retains the option to establish an Ethernet Virtual Connection to an alternative ASE subscriber, provided that AGENCY pays for any and all costs associated with establishing the connection. Examples of use might include Internet Service, video content, distance learning, security, business services, or other education-related applications.
- 4.2** Service will initially be provided via AT&T CSME at speeds of 100 Mbps.
- 4.3** Conversion from 100 Mbps CSME to a One Gigabit ASE service is scheduled to begin on about July 1, 2014, and is expected to take more than six months to complete.

*Wide Area Network Upgrade Agreement*

- 4.4 Maintenance shall be coordinated by MCOE on behalf of AGENCY and provided by the telecommunications provider.
- 4.5 Services under this agreement are limited to the telecommunications transport services described herein and in no way obligate AGENCY to contract for Internet Access or any other service provided by MCOE.

**5.0 RESPONSIBILITIES****5.1 MCOE shall have the following responsibilities:**

- 5.1.1 MCOE shall act on AGENCY's behalf in submitting for and receiving E-Rate discounts for the Wide Area Network services.
- 5.1.2 MCOE shall act on behalf of AGENCY in dealing with and coordinating all activities of the telecommunications provider in satisfaction of services listed in *Section 4 Services*.

**5.2 AGENCY shall have the following responsibilities:**

- 5.2.1 AGENCY shall authorize MCOE to submit required forms and otherwise act on AGENCY's behalf in filing for E-Rate discounts for the services procured through this agreement.
- 5.2.2 AGENCY shall ensure any facilities utilized for the rendering of services are accessible when necessary including installation, maintenance, upgrade, and emergency situations.

**6.0 TERMINATION**

There shall be no termination of this AGREEMENT for any reason other than non-performance. In the event AGENCY seeks termination, MCOE may, at its sole discretion, impose penalties equal to the pro-rated remaining amount due per this AGREEMENT or the sum of lost E-Rate discounts and all penalties imposed by the telecommunications provider in accordance with the contract for the service, whichever is greater.

- 6.1 In the event that the MCOE fails to perform on a material term of this AGREEMENT, AGENCY has the right to terminate the AGREEMENT upon thirty (30) days written notice and all other rights and remedies available to it at law and equity.
- 6.2 In the event that AGENCY fails to perform on a material term of this AGREEMENT, then the MCOE shall have the right to terminate the AGREEMENT upon thirty (30) days written notice and all other rights and remedies available to it at law and equity. If service is disconnected due to AGENCY's failure to perform, penalties would apply as described above.

*Wide Area Network Upgrade Agreement***7.0 PAYMENT**

In consideration of the Services set forth in Section 4.0 of this AGREEMENT AGENCY agrees to pay a shared network participation fee. The initial annual cost for AGENCY is \$4,800.00 which equates to a monthly cost of \$400.00. This cost will remain in effect until July 1, 2015 or until such time that the entire Wide Area Network formed under this agreement is converted from CSME to ASE, whichever occurs later. At such time, the annual cost to AGENCY will be reduced to \$3,600 or \$300 per month. Payment shall be made via funds transfer, initiated by MCOE, from AGENCY to MCOE in July.

Please note that this fee is not eligible for E-Rate discounts on AGENCY's E-Rate application. MCOE agrees to pay the full cost of the shared network and obtain all eligible funding on AGENCY's behalf. The charges stated above are the estimated AGENCY portion of the shared network costs after all discounts are accrued.

**8.0 INDEMNIFICATION**

Both parties agree to indemnify, defend, and hold harmless, the officers, agents and employees of the other party against any claim, liability, loss, injury or damage imposed arising out of the performance of responsibilities for this Agreement, except for liability resulting from the negligent or willful misconduct of either party, its officers, agents and employees. If obligated to indemnify, defend, or hold harmless either party under this Agreement, both parties shall reimburse the non-negligent party for all costs, attorney's fees, expenses and liabilities associated with any resulting legal action. Both parties shall seek the approval of any settlement that could adversely affect the other party, its officers, agents or employees.

**9.0 ARBITRATION**

**9.1** The Parties agree that should any controversy or claim arise out of or relating to this Agreement they will first seek to resolve the matter informally for a reasonable period of time not to exceed thirty (30) days. If the dispute remains, it shall be subject to mediation with a mediator agreed to by both parties and paid for by both parties, absent an agreement otherwise. If after mediation there is no resolution of the dispute, the parties agree to resolve the dispute by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, and judgment on an arbitrator's award may be entered in any court having jurisdiction thereof.

**9.1.1** The Parties shall select one arbitrator pursuant to the AAA's Commercial Arbitration Rules.

**9.1.2** The arbitrator shall present a written, well-reasoned decision that includes the arbitrator's findings of fact and conclusions of law. The decision of the arbitrator shall be binding and conclusive on the Parties.

**9.1.3** The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages, except as may be required by statute. The arbitrator shall have no authority to award equitable relief. Any arbitration award initiated under this clause shall be

*Wide Area Network Upgrade Agreement*

limited to monetary damages and shall include no injunction or direction to either Party other than the direction to pay a monetary amount. As determined by the arbitrator, the arbitrator shall award the prevailing Party, if any, all of its costs and fees. The term "costs and fees" includes all reasonable pre-award arbitration expenses, including arbitrator fees, administrative fees, witness fees, attorney's fees and costs, court costs, travel expenses, and out-of-pocket expenses such as photocopy and telephone expenses. The decision of the arbitrator is not reviewable, except to determine whether the arbitrator complied with sections 9.1.1 and 9.1.2 of this paragraph.

**10.0 NON-DISCRIMINATION**

MCOE and AGENCY agree that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons. All nondiscrimination rules and regulations required by law to be included in this AGREEMENT are incorporated by this reference.

**11.0 GOVERNING LAW**

The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California, with venue in Monterey County, California and no other place.

**12.0 COMPLIANCE WITH LAWS**

The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this AGREEMENT.

**13.0 ASSIGNMENT**

Unless authorized in writing by both Parties, neither Party shall assign or transfer any rights or obligations covered by this AGREEMENT. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Party.

**14.0 NOTICE**

All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: i) Personal service, or ii) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the third (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this AGREEMENT the addresses of the parties are as follows:

Pacific Grove Unified SD  
435 Hillcrest Ave.  
Pacific Grove, CA 93950  
Attn: Bruce Cates  
Phone: (831) 646-6525

MONTEREY COE  
901 Blanco Circle  
Salinas, CA 93901  
Attn: Keith Meader  
Phone: (831) 784-4136

*Wide Area Network Upgrade Agreement*

**15.0 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.

**16.0 AMENDMENT**

This AGREEMENT may only be altered, amended, or modified by written instrument executed by both Parties. The Parties agree to waive any right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or altered by oral agreement, course of conduct or waiver.

**17.0 WAIVER OF DEFAULT**

No delay or failure to require performance of any provision of this AGREEMENT shall constitute a waiver of that provision as to that instance or any other instance. Any waiver must be in writing and shall only apply to that instance.

**18.0 CONFLICT OF INTEREST**

The AGENCY represents that it presently has no interest, which would conflict in any manner or degree with the performance of Services contemplated by this AGREEMENT.

\*\*\*\*\*

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed.

PACIFIC GROVE UNIFIED  
SCHOOL DISTRICT

MONTEREY COUNTY OFFICE  
OF EDUCATION

BY: \_\_\_\_\_  
Authorized Signature

BY: \_\_\_\_\_  
Authorized Signature

PRINT NAME: \_\_\_\_\_

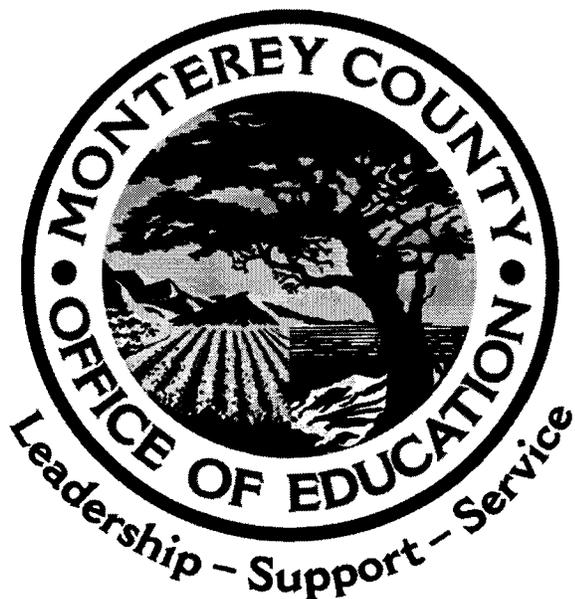
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*MCOE INTERNET ACCESS  
SERVICE LEVEL AGREEMENT  
(SLA)*

*Version 1.0*

ABSTRACT

This document contains the service level agreement for the Internet Access service offered by the MCOE-Technology and Information Services.



## Monterey County Office of Education Technology and Information Services

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## Monterey County Office of Education Technology and Information Services

### Executive Summary

The Internet Access service provided by the Monterey County Office of Education's Technology and Information Services (MCOE-TIS) department is designed to ensure districts have high speed access to the Internet. To accomplish this, the following sub-services are offered to provide a complete solution:

- High-speed Internet Access at 100Mbps
- Access to K12HSN
- Content filtering
- Intruder Protection System (IPS) Service
- Circuit Coordination
- Firewall
- Service Desk

The Client is expected to facilitate the successful completion of this SLA by, among other things, responding to correspondence promptly, making themselves available to technicians when necessary, providing access to on-premises, provider-owned equipment, and ensuring users act responsibly and appropriately.

Performance of this agreement will be based upon three key performance indicators (KPI's). The specific indicators and their minimum performance levels (where applicable) are as follows:

- Internet Access Availability: 99% to 99.9%
- Mean time to resolve incidents (per priority)
- Client satisfaction: satisfied to very satisfied

Failure to perform at the minimum performance level for % of SLA achieved during any serviceable month shall result in a service credit that shall not exceed 15% of the total monthly fee. Service fees shall be incurred on a monthly basis but invoiced annually. The fees for 100Mbps service are as follows:

- Monthly service fee: \$625.00
- Annual total fee: \$7,500.00

The MCOE Service Desk will be responsible for service management which shall include incident management and service requests. Support hours are as follows:

- 7:30 AM to 5:00 PM, Monday-Friday
- Online Service Desk portal: 24/7, Seven days per week



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### Service Level Agreement Between Pacific Grove Unified School District and Technology Information Services (MCOE)

#### 1.0 Service Name

This Service Level Agreement (SLA) is meant to address the *Internet Access service* provided by MCOE.

#### 2.0 SLA and Document Owners and Approvals

Pacific Grove Unified School District, hereafter referred to as the “Client,” and Monterey County Office of Education (MCOE) are considered the owners of this SLA. The individuals listed below are the primary stakeholders of this service level agreement and are thus responsible for the following:

- Ensuring that their teams perform an internal review prior to accepting the agreement;
- Providing final approval for the agreement as evidenced by their signature below; and,
- Participating in, and ultimately approving, any future changes to the agreement.

Organization	Representative	Approval Signature	Date
Client	Rick Miller		
MCOE	Adam Gavalla		

#### 3.0 Key Contacts

Organization	Role	Representative	Contact Information
Client	Administrative Contact	Rick Miller	831-646-6609 rmiller@pgusd.org
Client	Technical Contact	Bruce Cates	831-646-6525 bcates@pgusd.org
MCOE	Administrative Contact	Natalie Hatley	(831) 784-4247 nhatley@monterey.k12.ca.us
MCOE	Service Contact	Adam Gavalla	(831) 784-4264 agavalla@monterey.k12.ca.us

#### 4.0 Description of Service

The Internet Access Service provides a set of related services designed to provide a safe, reliable, and extendable environment for high speed access to the Internet. The service includes Service Desk, high speed Internet and K12HSN access, circuit coordination,



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content filtering, Intruder Protection Service (IPS), traffic analysis, optional router maintenance, and perimeter security via firewall.

### 4.1 Included Services

Services included in this SLA are as follows:

#### 4.1.1 High Speed Internet Access

MCOE offers high speed Internet access at speeds of 100Mbps on Client supplied circuits. Various sub-services are involved in the delivery of high speed Internet access by MCOE, including:

**4.1.1.1** Traffic Shaping – available over the MCOE collector system to allow clients to allocate bandwidth to specified traffic types. This is provided over the private connection to MCOE and provides a very secure, highly customizable connection to the County Office. This is an optional service that requires consultation with Client for both initial setup and ongoing configuration updates.

**4.1.1.2** Managed Monitoring – Internet services shall be monitored by MCOE to ensure the connection to the client site and the devices at MCOE operate appropriately. Circuit monitoring shall alert MCOE technical staff in the event of circuit over-utilization or failure and allow staff to respond to all issues in a timely and effective manner. MCOE utilizes SolarWinds Network Performance Monitor to provide monitoring.

**4.1.1.3** Traffic Analysis – MCOE employs SolarWinds Netflow Traffic Analyzer for the purpose of analyzing traffic patterns for users, applications and protocols. This is an optional service that requires consultation with Client for both initial setup and ongoing configuration updates.

**4.1.1.4** Outside Incident Coordination – MCOE shall assist clients with provider related outages. When an outage or connection degradation occurs on a provider circuit from Client to MCOE, the latter shall trace the cause, notify provider and Client, and work with both parties to resolve the issue.

#### 4.1.2 K12HSN Access

Access to K12HSN which provides access to content, services and performance otherwise not available. Among the benefits of accessing K12HSN are:



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- 4.1.2.1 Backbone services provided by the Corporation for Education Networking Initiatives in California (CENIC);
- 4.1.2.2 Videoconferencing services including scheduling, multipoint bridging, recording, and streaming;
- 4.1.2.3 Access to various free resources to improve teaching and learning.

### 4.1.3 Circuit Coordination

MCOE offers clients the option to either procure their own carrier circuits for ISP service or participate in the CSME Consortium. In either case, MCOE shall coordinate circuit activities with the telecommunications vendor.

### 4.1.4 Content Filtering

MCOE shall offer content filtering as a bundled, no cost, service utilizing Palo Alto Networks (PAN) URL filtering capability using a flexible, policy-based mechanism to ensure CIPA compliance by protecting students from improper content. In addition, the PAN content filtering solution enforces the Google, Bing, and Yahoo SafeSearch function.

### 4.1.5 Spam Filtering

MCOE employs Cisco IronPort for spam filtering. Cisco's anti-spam approach uses the Cisco Content Adaptive Scanning Engine (CASE) to review sender reputation, examine the complete context of a message (not just the content). Filter the URL within a message body which filters more accurately than traditional spam screening techniques.

### 4.1.6 Intruder Protection System (IPS) Service

Unwanted applications and content can be blocked while approved applications and content can be scanned for vulnerability exploits. The IPS functionality also protects against buffer overflows, DoS attacks and port scans. In addition, invalid or malformed packets can be blocked. IPS will also perform IP defragmentation and TCP reassembly, and protect from various evasion and obfuscation methods. This is an optional service that requires consultation with Client for both initial setup and ongoing configuration updates.

### 4.1.7 Firewall

MCOE shall provide setup and ongoing access policy management for an application level firewall that performs threat prevention, and decryption to provide deep packet inspection, thereby



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providing the best in perimeter security. MCOE utilizes Palo Alto Networks appliances in a redundant, high-availability pair. Decryption is an optional service that requires consultation with Client before initial setup.

### **4.1.8 Service Desk**

**4.1.8.1** MCOE shall provide an online service portal at <https://whd.montereycoe.org> where Client can place service requests, report incidents, and communicate with a technician.

**4.1.8.2** Phone support shall be available by calling the Service Desk for urgent assistance and when immediate human intervention is required.

### **4.2 Services Not Included**

Services that are not included in this service level agreement but may be available under a separate agreement are as follows:

- 4.2.1 Email**
- 4.2.2 Backup Services**
- 4.2.3 Hosting Services**
- 4.2.4 Router Maintenance**

## **5.0 Responsibilities**

### **5.1 MCOE Responsibilities**

#### **5.1.1 Internet Access**

**5.1.1.1** MCOE shall ensure that access to the Internet is available 24/7/365 except for scheduled and emergency maintenance activities. In the event access is Carrier related, MCOE shall act on Client's behalf to ensure that measures are taken to restore connectivity as quickly as possible.

**5.1.1.2** MCOE shall ensure access to K12HSN and related services for Client.

**5.1.1.3** MCOE shall, upon Client request, provide Traffic Shaping support and guidance and maintain system supporting the allocation of bandwidth by Client.

**5.1.1.4** MCOE shall monitor and manage connections and circuits to ensure optimal Internet performance.

**5.1.1.5** MCOE shall, upon Client request, provide traffic analysis



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to assist Client in managing Internet-bound traffic on their network.

**5.1.1.6** MCOE shall coordinate activities when working with providers on Carrier-related issues with connectivity.

**5.1.1.7** MCOE shall provide monthly usage and connection statistics to assist Client with managing their network.

### **5.1.2 Content Filtering**

**5.1.2.1** MCOE shall, upon Client request, ensure content filtering functions appropriately for Client and configuration is accessible per identified availability parameters.

**5.1.2.2** MCOE shall address configuration requests submitted by Client in a timely manner.

### **5.1.3 Spam Filtering**

**5.1.3.1** MCOE shall, upon Client request, provide spam filtering services using Cisco IronPort.

### **5.1.4 Firewall**

**5.1.4.1** MCOE shall, upon Client request, ensure that the Firewall appliance is accessible and functioning appropriately within identified availability parameters.

**5.1.4.2** MCOE shall work with Client to optimize functionality to meet needs and address particular traffic patterns.

### **5.1.5 Intruder Protection System (IPS) Service**

**5.1.5.1** MCOE shall, upon Client request, provide Intruder Protection Service to prevent unwanted applications and content.

**5.1.5.2** In support of 5.1.5.1 above, MCOE shall perform initial setup and ongoing configuration updates in consultation with Client.

### **5.1.6 Equipment Maintenance**

**5.1.6.1** MCOE shall work with vendors for appropriate solutions that are not immediately serviceable by MCOE technicians due to hardware failure.

### **5.1.7 Online Support**

**5.1.7.1** MCOE shall provide an online service portal at <https://whd.montereycoe.org> where Client can place service requests, report incidents, and communicate with technicians.

**5.1.7.2** MCOE shall provide access to the aforementioned online



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service portal from the County Office website.

### **5.1.8 Phone Support**

**5.1.8.1** MCOE shall provide phone support from 7:30AM to 5:00PM, Monday through Friday, excluding Holidays.

### **5.1.9 Service Requests**

**5.1.9.1** MCOE shall notify Client of expected completion dates via the service request ticket.

**5.1.9.2** MCOE shall communicate with Client via the “Notes” section for each service request ticket.

### **5.1.10 Service Level Reporting**

**5.1.10.1** MCOE shall provide Client with a monthly report containing performance scores based upon the following key performance indicators. Each metric will be presented for both the current period and cumulatively over the term of the agreement (see *Section 9 Key Performance Indicators* of this agreement for more detail regarding key performance indicators):

**5.1.10.2** Internet access availability

**5.1.10.3** Mean time to resolve (MTTR) incidents per priority

**5.1.10.4** Customer Satisfaction

**5.1.10.5** MCOE shall make improvements and/or corrections where service levels do not meet the agreed upon minimum levels in this agreement. Minimum levels are defined in *Section 9 Key Performance Indicators* of this agreement.

### **5.1.11 Service Delivery**

**5.1.11.1** MCOE shall make every effort to ensure that incidents and service requests are resolved within the parameters set forth in this SLA. Incidents will take priority over service requests in the event of limited resources and/or time constraints.

**5.1.11.2** MCOE shall make every effort to resolve incidents without Client interaction and will notify Client if their assistance/availability is required.

## **5.2 Client Responsibilities**

### **5.2.1 Internet Access**

**5.2.1.1** Client shall be responsible for the integrity of its own network.



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- 5.2.1.2 Client shall be held responsible for security breaches that originate within Client's network.
- 5.2.1.3 Client shall be solely responsible for their usage of the MCOE network, K12HSN and the Internet and any statement made by the Client's users on said networks.
- 5.2.1.4 Client shall be responsible for ensuring that the service is not used in any manner that illegal, libelous or inappropriate for K-12 educational purposes.
- 5.2.1.5 Client shall provide credentials to MCOE staff for the Client edge-router in order to facilitate monitoring and related services.
- 5.2.2 Transport**
  - 5.2.2.1 Client shall be responsible for providing transport, connection and routing to MCOE.
- 5.2.3 Content Filtering**
  - 5.2.3.1 Client shall provide the subnets that need to be filtered and notify MCOE of changes when configuration is managed by MCOE.
  - 5.2.3.2 Client shall provide MCOE guidance of what categories need to be filtered.
- 5.2.4 Firewall**
  - 5.2.4.1 Client shall be available for consultation as needed for standard and optional features and provide MCOE technicians with assistance when required.
  - 5.2.4.2 Client shall provide access to router/firewall to MCOE for the provision of service.
- 5.2.5 Support and General Responsibilities**
  - 5.2.5.1 Client shall provide technicians with access to equipment, including physical presence and any credential information required to ensure ticket fulfillment.
  - 5.2.5.2 Client shall be responsible for informing MCOE promptly of any changes in the Key Contacts shown in *Section 3.0* of this SLA.
  - 5.2.5.3 Client shall utilize the online Service Desk portal at <https://whd.montereycoe.org> for incident reporting and service requests unless (1) the online portal is unavailable, or (2) urgency or the need for immediate assistance is required.



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### 6.0 Assignment of Staff

The assignment of MCOE staff in accordance with the responsibilities detailed in *Section 5.1 MCOE Responsibilities* of this SLA will be at the sole discretion of MCOE management. All MCOE staff assigned to work in service of this SLA shall hold all Client information as confidential and will adhere to the provisions of *TIS-AD109 Staff Confidentiality*.

### 7.0 Service Management

Service management refers to the process of ensuring quality services are delivered and governed by this SLA. The areas covered under the process of service management in this SLA are the identification of specific service types, windows of access for obtaining services, service availability parameters and any exclusions that may affect service availability. The following chart and subsequent texts highlights this process under this SLA.

Service Type	Access Window			Service Availability	Availability Level Exclusion
	Days	Hours	Time		
Internet Access	7	24	24/7	99.9%	Regular Maintenance Emergency Maintenance
Content Filtering	7	24	24/7	99.9%	Regular Maintenance Emergency Maintenance
Firewall	7	24	24/7	99.9%	Regular Maintenance Emergency Maintenance
Phone Support	5	9	7:30 AM to 5:00 PM	Subject to technician availability	Inoperable Phone System
Online Service Desk Portal	7	24	24/7	99% 24/7	System Maintenance

### 7.1 Service Type

Service Type refers to one or more service components that are grouped based upon the type of service and/or the method of delivery. For purposes of this SLA



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there are five service types. Internet access refers to the availability of Client accessing said networks. Content filtering is provided to ensure CIPA compliance and the Firewall service provides perimeter security when Client does not have such security. Phone support consists of service desk support during normal operating hours. Online Service Desk Portal refers to the online service desk function which provides the ability to submit service requests, report incidents, and a self-service knowledgebase.

### **7.2 Access Window**

The Support Window is the timeframe in which normal support is provided for applications assigned to a given Service Level. During the Support Window, incidents are handled in strict accordance with the Incident Severity and Escalation procedures. Outside of the Support Window, incidents will still receive support, but Response and Resolution times may be adjusted depending on the situation and severity. MCOE will not be committed to response outside the Support Window and will decide on escalated response at its discretion. Any exceptions to these hours must be negotiated with MCOE.

### **7.3 Service Availability**

Service Availability Level refers to the guaranteed uptime for applications and services. This service is dependent upon two unique factors: the availability of other systems and specific reporting periods. Monthly availability statistics, along with outage information, will be included in the monthly service reports.

### **7.4 Availability Exclusions**

Exclusions to the calculation of Service Availability are indicated in the Service Management table above. Client triggered outages and those caused by factors outside of MCOE's reasonable control are also excluded from the MCOE Service Availability calculation.

## **8.0 Support Process**

The MCOE Service Desk is staffed between the hours of 7:30 AM and 5:00 PM to provide support for the services under this agreement. All incidents and service requests under this agreement must be initiated through the Service Desk. This process ensures that the Client's request is documented and accounted for and that technicians can effectively manage their workflow and communicate with Client. One distinction that technicians will make is whether or not the ticket submitted is a service request or an incident.

Service requests occur regularly in the normal course of operation, are typically not the result of an error or operational failure and may include (but not limited to) requesting a targeted training session, technology purchase assistance, and new device setup. Incidents are the result of the software not working as designed. For example, if a device is not operating correctly, a device is not capable of accessing a wireless network, or an



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application is not behaving correctly on a device, an incident has occurred. Typically incidents will be assigned a greater priority than service requests although various factors determine priority for any ticket submitted. From a user ticket submission point-of-view there is no difference in the manner in which a service request and an incident are submitted.

### 8.1 Creating Tickets for Service Requests and Incidents

Client shall enter tickets for service requests and incidents by following the procedures outlined in *TIS-SS106 Client Service Access Policy and Procedure*.

### 8.2 Incident Management and Escalation Notification

Incident management is provided for all MCOE services covered under this agreement. Incident management will respond to any service disruptions or system malfunctions which impact service availability or lead to performance degradation.

Incident Management and Escalation Routing is the process in which Client and the MCOE Service Desk registers the incident. The Service Desk will attempt to solve the issue in real-time, and if unsuccessful assign a priority level to the incident. Resolution and Escalation timeframes will then be determined based on the assigned level of priority. Incident management including any associated escalations are handled in accordance with the policy and procedures stated in *TIS-SS103 – Ticketing*.

The following Priority Decision Matrix is utilized by MCOE to determine the priority of an incident or service request. The matrix uses two factors, impact and urgency to arrive at an acceptable priority level. Impact looks at the number of personnel that are affected and/or the severity of the issue with respect to the affected service. Urgency looks at how the user is affected by the issue.

Priority Decision Matrix		Urgency			
		Low	Medium	High	Critical
		Issue can be worked around with minimal effort.	Issue prevents the user from performing a portion of their duties. Work around is complex.	Issue prevents the user from performing important functions. No Work around available	Issue prevents users from performing any work. No work around available
Impact	Low	4 - Low	3 - Medium	2 - High	2 - High
	Medium	4 - Low	3 - Medium	2 - High	3 - Urgent
	High	3 - Medium	2 - High	3 - Urgent	3 - Urgent

There are five levels of priority: Urgent, High, Medium, Low, and Scheduled. Each level of priority has unique response and resolution times, definitions,



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impact, and business risk. The Scheduled priority is not determined by the priority matrix but rather is driven by a specific due date. Each priority and its associated response and resolutions times are presented in the table below:

Priority	Description	Response Time	Resolution Time
Urgent	Any Ticket of impact and urgency sufficient to require fulfillment within four (4) hours.  During business hrs. 7:30am – 5:00pm, Mon – Fri	1 hour	4 hours
High	Any Ticket of impact and urgency sufficient to require fulfillment within eight (8) hours.  During business hrs. 7:30am – 5:00pm, Mon – Fri.	2 hours	8 hours
Medium	Any Ticket of impact and urgency sufficient to require fulfillment within five (5) days.	1 day	5 days
Low	Any Ticket of impact and urgency that is not of any immediacy.	1 week	Indefinite
Scheduled	Any service request that has a specific date scheduled for resolution. The Scheduled Date differs from Due Date. There are no Due Dates for tickets assigned to Scheduled Priority.	1 week unless the Scheduled Date requires faster response	Scheduled Date

### 8.3 Incident Management – Status Update

MCOE will provide incident management status updates to Client via email through the use of Notes in the ticketing system. These notifications will be sent to the Service Requestor when incident management efforts are underway.

### 8.4 Incident Resolution Turnaround Time

MCOE cannot guarantee a recovery window for incident resolution due to the unlimited variations of incidents and complexities associated with them. Resolution times will be tracked and reported based on the mean time to repair.



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MCOE will ensure that incident events receive:

- Dispatch of technical support based on severity level
- Ongoing troubleshooting efforts until incident resolution
- Escalations, both technical and hierarchical, as stipulated
- Follow up post-mortem - discovery and suggested preventative measures where applicable
- Reporting will be provided via the Service Desk system.

### 9.0 Key Performance Indicators

Key Performance Indicators (KPI's) are metrics that measure performance in relation to specific goals and objectives based upon the established support timeframes set forth in *Section 8 – Support Process* above. In this instance, KPI's will be utilized to measure MCOE performance in relation to this agreement.

The table below lists the names of each KPI that will be utilized for this purpose, a brief description, the assessment method, their minimum accepted levels per this agreement, targeted levels that serve as goals for MCOE performance, and the frequency of measurement.

Name	How it's Measured	Minimum Levels	Target Levels	Frequency
Internet Availability	$((\text{Uptime} + \text{Scheduled Maintenance}) / (\text{Unscheduled Downtime} + \text{Uptime} + \text{Scheduled Maintenance})) * 100\%$	99%	99.9%	Monthly/ Cumulatively
<i>Description: a metric that measures the availability of the production system during normal operating hours.</i>				
Mean time to resolve incidents (MTTR) per Priority	MTTR = (Sum of time between incident start and resolution)/Total number of incidents NOTE: A calculation for each priority level is required.	Urgent = 4 hrs. High = 8 hrs. Med = 5 days Low = N/A	Urgent = 2 hrs. High = 6 hrs. Med = 3 days Low = N/A	Monthly & Cumulatively
<i>Description: Measures the time it takes to resolve an issue and restore normal operations following an incident.</i>				
Client satisfaction	Survey instrument utilizing 5 point Likert Scale	Avg. of 4 out of 5	Avg. of 5 out of 5	Quarterly
<i>Description: Subjective measure of client satisfaction based upon a survey instrument.</i>				



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### 9.1 Remedies for Service Failure

This SLA provides for a remedy to Client in the event that MCOE fails to meet the published standards for service found in the previous section. If any key performance indicator falls below the minimum level stated for a given reporting period a Failure event is said to have happened. Failure rates are determined by the summation of all out of compliance tickets divided by the total number of tickets for the period in question. This result is then converted into a percentage and applied to the table below.

If a Failure event occurs the Client is entitled to a credit based on the credit schedule below:

Name	Minimum Level	Failure Rate < = 10% of Minimum	Failure Rate > 10% of Minimum
Internet Availability	99%	1% credit for every 2% variance	2% credit for every 2% variance over 10%
Mean time to resolve incidents (MTTR) per Priority	Urgent = 4 hrs. High = 8 hrs. Med = 5 days Low = N/A	1% credit for every 2% variance	2% credit for every 2% variance over 10%

NOTE: Credits for failure are determined for the metric above on a monthly basis. The sum of each monthly credit per metric shall be known as the accumulated monthly credit. The maximum credit to be realized by Client in any given month shall not exceed 15% of the monthly fee regardless of the amount of the accumulated monthly credit.

### 10.0 Maintenance

For purposes of this agreement maintenance applies to software patches/upgrades/reconfiguration once operational, and hardware and network maintenance activities. Such maintenance will be performed outside of normal business hours, between 7:00PM and 7:00AM, Monday through Friday, except when the maintenance is deemed to be an emergency. For normal maintenance, a minimum of three (3) business day advanced notification will be provided to ensure that Client is aware of the maintenance activity and can plan accordingly. Furthermore, all regularly scheduled maintenance will be scheduled in advance and published in a forward schedule of events. Notifications will be sent for planned and unplanned activities and also posted on the Web Help Desk homepage.



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### **10.1 Regular Maintenance – Scheduled**

Regular maintenance can be defined as the normal patch, upgrade, or reconfiguration work that MCOE staff must perform to maintain performance, security, and up-to-date status of software, as well as any needed hardware additions or fixes. The forward schedule of changes will list all regular maintenance activities in addition to the 3 business days advance notice that will be provided leading up to a maintenance event.

### **10.2 Regular Maintenance – Postponement**

If either MCOE or Client determine that a scheduled maintenance may impose a negative business impact they may request that said maintenance be postponed. Such requests should be made with at least 2 business day notice by submitting a Service Request thereby allowing the other party to respond to the planned postponement. The Service Request must contain an explanation of the need and can only be submitted by persons identified in the Key Contacts. All postponement decisions are the sole discretion of MCOE.

### **10.3 Regular Maintenance – Exclusions**

Occasionally incidents may arise that require MCOE intervention. Service interruptions may not be anticipated but there may be an immediate resolution that would preclude waiting for either a routine or scheduled maintenance window. Such interruptions differ from an emergency maintenance instance in that the resolution is known and the time to resolution is predictable. This type of event is often the result of the need to interrupt service for a given client in order to affect remedy for another. Impact though widespread is typically short in duration.

- Incidents may include: patching a system bug, database repair, or rebooting a service or server.
- Notification will be made to the client using the incident management escalation routing process.
- Anticipated time to resolution will be given with the notification.

After major upgrades there may be service interruptions due as a consequence of the upgrade. MCOE will use test systems in order to anticipate incidents with any upgrade and strive to resolve them prior to actual implementation.

### **10.4 Emergency Maintenance**

Emergency Maintenance is work required which cannot be anticipated as part of scheduled maintenance. While resolution times cannot be predicted, a priority will be established with a resulting window for resolution dependent upon what the solution requires and resource availability.



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- Emergency Maintenance is not considered as break/fix but rather as a required response to potential security threats or exploits.
- The time frame to perform emergency maintenance can range from immediately to within a 24 hour time period.
- The Emergency Maintenance window depends on the incident severity, business impact and the particular systems support window.
- Notification will be made to the client's designated maintenance contact, via email. Notification by phone will be used when necessary. Emergency maintenance will be performed at the recommendation of MCOE technical support groups or the client named in this SLA.

### 11.0 Fee Structure

Fees under this agreement are subject to the provisions found in the corresponding Memorandum of Understanding between Client and MCOE. The annual cost for AGENCY is \$7,500 which equates to a monthly cost of \$625.00 for a 100Mbps connection.

### 12.0 Document Controls

#### 12.1 Periodic Reviews

This SLA will be reviewed on an annual basis from the initial approval date. Subject to annual review, this SLA shall remain in effect until the date of termination, if one is specified. Any interested party represented in this SLA may request a review at any time prior to scheduled reviews.

The MCOE Representative is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, upon approval of the SLA and document owners. After revisions are approved, the annual review clock will reset based on the new approval date. MCOE will incorporate all subsequent revisions and obtain mutual agreements/approvals as required. This SLA will be electronically accessible by all stakeholders.

Review Period:	Annual
Previous Review Date:	6/4/2014
Next Review Date:	6/3/2015

#### 12.2 SLA Revision History

Version	Date	Author	Change Description
Draft v.0.7	4/16/2014	B. Burchette	Initial draft for external review
Final v.1.0	5/28/2014	D. Paulson	Initial production version for execution



Monterey County Office of Education  
Technology and Information Services

**12.3 Amendments**

Amendment	Date	Description of Amendment
	Date	

**Additional Resources**

- TIS-AD109 Staff Confidentiality
- TIS-SS103 Ticketing
- TIS-SS108 Client Service Access

**SUBJECT:** 2014-2015 Consolidated Application for Funding, Part 1

**PERSON(S) RESPONSIBLE:** Ani Silva, Director of Curriculum and Special Projects

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**RECOMMENDATION:** The Administration recommends approving the 2014-2015 Consolidated Application for Funding, Part 1 as presented.

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

The Consolidated application must be reviewed by the District English Learner Advisory Committee (DELAC). Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 language learners the district must establish a DELAC and involve them in the application for funding for programs that serve English Learners. The DELAC met on August 11, 2014 and approved the application. A copy of the application is attached.

**INFORMATION:**

Programs and Projected Funding Information for 2014-2015

1. Title I Part A (Basic Grant)	\$101,468
2. Title II Part A (Teacher Quality)	\$ 52,737
3. Title III Part A (Immigrant)	\$ 8,026
4. Title III Part A (Limited English Proficient)	\$ 15,118

**FISCAL IMPACT:** The total entitlement for 2014-2015 is projected to be \$177,349

**California Department of Education****Consolidated Application**

Pacific Grove Unified (27 66134 0000000)

Status: Certified  
Saved by: Ana Silva  
Date: 6/12/2014 10:33 AM**2014-15 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <http://www.cde.ca.gov/fg/aa/co/ca14asstoc.asp>

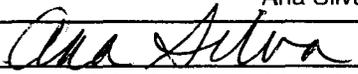
**CDE Program Contact:**Anne Daniels, Education Data Office, [adaniels@cde.ca.gov](mailto:adaniels@cde.ca.gov), 916-319-0640**LEA Plan**

An LEA that receives Title III funds, or any LEA that receives Title I funds and is in Program Improvement corrective action must certify that its LEA Plan, including any Addenda to the Plan, is current and provide the local online web address for their LEA Plan. An LEA that receives Title III funds and is in Title III Improvement status must post their Improvement Plan in the California Accountability and Improvement System (CAIS) at <http://www.cde.ca.gov/ta/ac/ca/>.

State Board of Education approval date	3/11/2004
LEA Plan Web page	<a href="http://www.pgusd.org">www.pgusd.org</a>

**Consolidated Application Certification Statement**

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

Authorized Representative's Full Name	Ana Silva
Authorized Representative's Signature	
Authorized Representative's Title	Director of Curriculum and Special Projects
Authorized Representative Signature Date	06/12/2014

**California Department of Education**

Pacific Grove Unified (27 66134 0000000)

**Consolidated Application**Status: Certified  
Saved by: Ana Silva  
Date: 6/12/2014 10:34 AM**2014-15 Protected Prayer Certification**

ESEA Section 9524(b) specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

**CDE Program Contact:**

Franco Rozic, Title I Monitoring & Support, [frozic@cde.ca.gov](mailto:frozic@cde.ca.gov), 916-319-0269  
Mary Payne, District Improvement Office, [MPayne@cde.ca.gov](mailto:MPayne@cde.ca.gov), 916-319-0379

**Protected Prayer Certification Statement**

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

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

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Ralph Gomez Porras
Authorized Representative Title	Superintendent
Authorized Representative Signature Date	06/02/2014
Comment	
If the LEA is not able to certify at this time an explanation must be provided in the Comment field.	

**California Department of Education**

**Consolidated Application**

Pacific Grove Unified (27 66134 0000000)

Status: Certified  
 Saved by: Ana Silva  
 Date: 6/12/2014 10:34 AM

**2014-15 Application for Funding**

**CDE Program Contact:**

Anne Daniels, Education Data Office, [adaniels@cde.ca.gov](mailto:adaniels@cde.ca.gov), 916-319-0640

**Local Governing Board Approval**

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

Date of approval by local governing board	08/21/2014
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**District English Learner Advisory Committee (DELAC) Review**

Per Title 5 of the California Code of Regulations Section 11308, if your district has more than 50 English learners the district must establish a District English Learner Advisory Committee (DELAC) and involve them in the application for funding for programs that serve English learners.

DELAC representative's full name	<i>Rebecca Baur</i>	Rebecca Baur
DELAC review date		08/14/2014
Meeting minutes web address	Please enter the Web address of DELAC review meeting minutes. If a Web address is not available, the LEA must keep the minutes on file which indicates that the application is approved by the committee.	
DELAC comment	If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment.	

**Application for Categorical Programs**

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

<b>Title I Part A (Basic Grant)</b> ESEA Sec. 1111 et seq. SACS 3010	Yes
<b>Title I Part D (Delinquent)</b> ESEA Sec. 1401 SACS 3025	No
<b>Title II Part A (Teacher Quality)</b> ESEA Sec. 2101 SACS 4035	Yes
<b>Title III Part A Immigrant</b> ESEA Sec. 3102 SACS 4201	Yes
<b>Title III Part A LEP</b>	Yes

**California Department of Education**

Pacific Grove Unified (27 66134 0000000)

**Consolidated Application**

Status: Certified  
Saved by: Ana Silva  
Date: 6/12/2014 10:34 AM

**2014-15 Application for Funding**

**CDE Program Contact:**

Anne Daniels, Education Data Office, [adaniels@cde.ca.gov](mailto:adaniels@cde.ca.gov), 916-319-0640

ESEA Sec. 3102 SACS 4203	
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**California Department of Education**

**Consolidated Application**

Pacific Grove Unified (27 66134 0000000)

Status: Certified  
 Saved by: Ana Silva  
 Date: 6/12/2014 10:34 AM

**2014-15 Substitute System for Time Accounting**

This certification may be used by auditors and by CDE oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the LEA submits and certifies this data collection.

**CDE Program Contact:**

Julie Brucklacher, Financial Accountability & Info Srv, [jbruckla@cde.ca.gov](mailto:jbruckla@cde.ca.gov), 916-327-0858

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate. Additional information on the predetermined schedule substitute system of time accounting can be found at <http://www.cde.ca.gov/fg/ac/co/timeaccounting2013.asp>. Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the Web at <http://www.cde.ca.gov/fg/ac/sa/>.

2014-15 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

**California Department of Education**

Pacific Grove Unified (27 66134 0000000)

**Consolidated Application**

Status: Certified  
 Saved by: Ana Silva  
 Date: 6/12/2014 10:34 AM

PGUSD

**2014-15 Title I, Part A Planned School Allocations**

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated which schools it intended to allocate Title I Part A funds to by entering a check in the Fund column.

**CDE Program Contact:**

Nancy Bodenhausen, Title I Policy & Program Guidance, [NBodenhausen@cde.ca.gov](mailto:NBodenhausen@cde.ca.gov), 916-445-4904  
 Lana Zhou, Title I Policy & Program Guidance, [lzhou@cde.ca.gov](mailto:lzhou@cde.ca.gov), 916-319-0956

If an exception to funding is needed, enter an Exception Reason. Use lower case only.

**Allowable Exception Reasons**

- a - Meets 35% Low Income Requirement
- c - Funded by Other Allowable Sources
- d - Desegregation Waiver on File
- e - Grandfather Provision
- f - Feeder Pattern
- g - Local Funded Charter Opted Out
- h - Local Funded Charter Opt In

- Low income measure FRPM
- Group Schools by Grade Span Yes
- District-wide Low Income % 20.54%
- Grade Span 1 Low Income % 22.83%
- Grade Span 2 Low Income % 22.93%
- Grade Span 3 Low Income % 15.20%

Regular Meeting of August 21, 2014

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment
Forest Grove Elementary	6026470	1	457	137	29.98	Y	N	1	Y		will be funded with the 125% allocation rule
Robert Down Elementary	6026496	1	489	79	16.16	N	N	2	N		
Pacific Grove Middle	6058754	2	484	111	22.93	Y	N	1	Y	c	funded with general fund dollars

2014-15 Title I, Part A Planned School Allocations

Based on information provided in the School Student Counts data collection, the table below provides eligibility and ranking information. For school allocation planning, the LEA has indicated which schools it intended to allocate Title I Part A funds to by entering a check in the Fund column.

School Name	School Code	Grade Span Group	Projected Enrollment	Projected Low Income Students	Low Income %	Eligible	Funding Required	Ranking	Fund Flag	Exception Reason	Comment
Community High (Continuation)	2731115	3	23	12	52.17	Y	N	1	Y	C	funded with general fund dollars
Pacific Grove High	2733657	3	602	83	13.79	N	N	2	N		

**SUBJECT:** Local Educational Agency Plan Addendum

**PERSON(S) RESPONSIBLE:** Ani Silva, Director of Curriculum & Special Projects

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**Recommendation:**

The administration recommends approval of the Local Educational Agency Plan Addendum for 2014-2015.

**Background:**

The No Child Left behind (NCLB) Act of 2001 required the State of California to develop an accountability system to achieve the goals of NCLB by adopting five performance goals by 2013-2014. The approval of a Local Educational Agency Plan (LEA Plan) by the local School Board and State Board of Education is a requirement for receiving federal funded sub grants for NCLB programs such as Title 1 Part A, Title II Teacher Quality, Title III Immigrant and Limited English Proficient grants.

In 2008 the California Department of Education stated that Local Educational Plans did not need to be submitted to the State Department for approval and an addendum to the plan was acceptable for accountability purposes. Since this time, the state developed the Local Control Accountability Plan (LCAP) with the intention of replacing the outdated state template for Local Educational Agency plans, while waiting for the reauthorization of the Elementary and Secondary Education Act of 1965. Despite the fact the LCAP specifically addresses the needs of English Learners, Economically disadvantaged, and foster youth, the monies allocated in the LCAP must not include Federal Sub grant monies such as Title 1, Title II, and Title III and must come from the Local Control Funding Formula.

**Information:**

According to Consolidated Application for 2014-2015 school years, Local Educational Agencies (LEA's) who participate in the Title III Limited English Proficient or Title III Immigrant programs are required to update their LEA plans with an addendum (ESEA, title III, Part A, Section 3114) and must include a budget. The LEA addendum must be posted on the District's website and approved by the Local Governing Board. The goals and expenditures addressed in the LEA addendum are the same as stated in the recently approved 2014-2015 LCAP and 2014-2015 District Budget on June 5, 2014.

**Fiscal Impact:**

None

**District Name:** Pacific Grove Unified School    **CD Code:** 27-66134

## LOCAL EDUCATIONAL AGENCY PLAN ADDENDUM

**1. Identify fundamental teaching and learning needs in the schools of the LEA and the specific academic problems of low-achieving students, including a determination of why the prior LEA Plan failed to bring about increased academic achievement for all student groups.**

Please provide a summary analysis of the needs assessment used to identify student learning needs (especially the academic problems of low achieving students). Include an analysis of why the prior LEA Plan was not successful.

1. Discuss the results of the assessments used to determine the teaching and learning needs of the schools and the district.
2. Identify academic priorities.
3. Discuss why the prior LEA Plan was not successful.

Pacific Grove conducted a District Assistance Survey and identified the following needs:

- Classroom instruction aligned to CCSS Math & ELA
- Research-based instructional practices
- Increased access to courses leading to college and career readiness
- Increased student and parent involvement
- All teachers highly qualified to serve all students
- Intervention programs re-designed to meet the needs of every students
- Consistent support programs at every site for English Learners and Students With Disabilities
- Increased outreach to parents and the community for specific sub-groups, including English Learners
- K-8 language arts program or supplemental materials aligned to Common Core State Standards
- Teacher time to develop units of study aligned to the Common Core
- Consistent common formative in-class assessments
- Consistent delivery of SDAIE strategies in every K-12 classroom
- Intensive intervention scheduled as part of core instruction during the school day at the middle school
- Diagnostic assessment of students' reading levels in grades 4-12
- Intervention plan is needed to meet the needs of below grade level students in grades 4-12
- Differentiated methods for students with special needs to access learning and to demonstrate their learning

**2. Include specific, measurable achievement goals and targets for student groups identified as not making Adequate Yearly Progress (AYP), including students with disabilities and English learners, as appropriate.**

Please describe specific, measurable academic goals and targets for student achievement for student groups identified as not making AYP. (Refer to the CDE AYP Reports Web page at <http://www.cde.ca.gov/ta/ac/ay/aypreports.asp>.)

1. All students will perform at or above grade level and demonstrate 21st century learning skills with access to core programs, curriculum materials and technology aligned to Common Core State Standards in all content areas.
2. All students will have access to a broad course of study ensuring college and career readiness upon high school graduation
3. All parents and students will be involved in providing input on decisions related to the district's instructional programs, increasing student engagement and participation to ensure high levels of achievement in all subject areas.
4. All students will attend safe, secure, and clean schools providing an environment of respect where students can comfortably focus on learning.
5. All staff will be highly qualified with respect to credentials, training and experience to teach all courses, programs, and English Learners.

**3. Incorporate research-based strategies to strengthen the core academic program for identified student groups in schools served by the LEA, including students with disabilities and English learners, as appropriate.**

Please describe the specific strategies that the district will use and how those strategies will be implemented and monitored to strengthen the core academic program.

1. Professional development will be provided for teachers and administrators on ELA instructional shifts to maximize students speaking/listening and writing across all content areas and building on the professional development series in 2013-2014 Text Complexity and Academic Language.
2. Instructional Leadership teams will work with the principals at each site to guide and implement cycles of professional learning during early release/late start days. Instructional leadership teams will articulate vertically and within grade level/departments.

3. Pending bond passage, enhance technology infrastructure, purchase computing devices for all sites, and provide professional development for teachers on the use of instructional technology to engage students in 21st century learning.
4. Purchase English Language Arts Common Core adoption.
5. Adopt TK-2 ELA Common Core curriculum.
6. Purchase 9-12 Common Core aligned math adoption.
7. Provide professional development for all teachers on new English Language Development standards and support consistent implementation districtwide.
8. Common Core K-12 Math Coach will provide resources and demonstration lessons to support implementation of CCSS math standards and practices.
9. Adopt Next Generation Science Standards curriculum.
10. Adopt K-8 Common Core Math Curriculum.
11. Enhance, develop, and monitor progress of CTE pathways.
12. Increase enrollment and open access to Advanced Placement courses and maintain high level of AP offerings and participation rates.
13. Establish ongoing articulation with Monterey Peninsula College, Hartnell College and California State Universities.
14. Provide intervention supports for all students who are struggling
15. Analyze A to G participation to increase graduates meeting UC/CSU requirements.
16. Conduct an annual parent survey on the eight state priorities.
17. Annual Parent survey on 8 state priorities

18. Promote positive values, student connectedness, and a bully-free environment with site specific programs.
19. Monitor credentials and assignments annually.
20. ELD teachers will collaborate with general education teachers to differentiate instruction to ensure EL students access to core curriculum.
21. Support classes, Response to Intervention programs, and before/after school programs will be designed to assist all underperforming students, including EL, SES, and foster youth with skill development and content understanding.
22. Formative assessments for all intervention programs will include support classes at the middle and high school.
23. Increase parental involvement for families of English Learners by providing translation and interpretation services for all communication.

**4. Specify actions to implement the identified strategies that have the greatest likelihood of improving student achievement in meeting state standards.**

Please identify actions to be implemented to accomplish the identified strategies and how they will be supported and monitored. (See examples of full implementation descriptions in the Academic Program Survey [APS] and the District Assistance Survey [DAS] on the CDE State Assessment Tools Web page at <a href="http://www.cde.ca.gov/ta/ac/ti/stateassesspi.asp">http://www.cde.ca.gov/ta/ac/ti/stateassesspi.asp</a> .)	Person(s) Responsible	Specific Timeline	Estimated Cost/ Funding Source
1. Pending bond passage, enhance technology infrastructure, purchase computing devices for all sites.	Technology Director, Bruce Cates	7/1/14-6/30/15	700,000 (General Fund)
2. Purchase 3-8 English Language Arts Common Core adoption.	Director of C & I Ani Silva	7/1/16-1/30/17	75,000 (General Fund)

3. Adopt TK-2 ELA Common Core curriculum.	Director of C & I Ani Silva	7/1/14-1/30/15	73,000 (CCSS)
4. Purchase 9-12 Common Core aligned math adoption.	Director of C & I Ani Silva	7/1/15-1/30/16	45,000 (General Fund)
5. Adopt Next Generation Science Standards curriculum.	Director of C & I Ani Silva	7/1/14-1/30/15	23,000 (General Fund)
6. Adopt K-8 Common Core Math Curriculum.	Director of C & I Ani Silva	7/1/14-1/30/15	\$80,000 (General Fund)
7. Enhance, develop, and monitor progress of CTE pathways.	High School Principal, Matt Bell	8/1/14-6/30/15	60,700 (Pathways Grant)
8. Increase enrollment and open access to Advanced Placement courses and maintain high level of AP offerings and participation.	High School Principal, Matt Bell	8/1/14-6/30/15	0
9. Establish ongoing articulation with Monterey Peninsula College, Hartnell College and California State Universities.	High School AP, Sean Keller	8/1/14-6/30/15	0
10. Provide intervention supports for all students who are struggling	All Site Principals	9/1/14-6/1/15	5,500 (General Fund)
11. Analyze A to G participation to increase graduates meeting UC/CSU requirements.	High School Principal, Assistant Principal, and Counselors	8/1/14-6/30/15	0
12. Conduct an annual parent survey on the eight state priorities.	Principal, and Counselors	4/1/15-6/30/15	0
13. Promote positive values, student connectedness, and a bully-free environment with site-specific programs.	All site Principals and counselors	8/1/14-6/30/15	10,000 (General Fund)

14. Monitor credentials and assignments annually.	Human Resources	7/1/14-6/30/15	0
15. ELD teachers will collaborate with general education teachers to differentiate instruction to ensure EL students access to core curriculum.	Director of C & I	8/1/14-6/30/15	1,500 (General Fund)
16. Support classes, Response to Intervention programs, and before/after school programs will be designed to assist all underperforming students, including EL, SES, and foster youth with skill development and content understanding.	Principals and Director of C & I	8/1/14-6/30/15	390,507 (Teacher salaries- General Fund) 335,120 (Classified salaries- General Fund)
17. Formative assessments for all intervention programs will include support classes at the middle and high school.	Principals	8/1/14-6/30/15	0
18. Provide intervention support for Title I students.	Principal at Forest Grove	9/1/14-6/1/15	77,214 (Title I)
19. Program Improvement set aside	Director of C & I Ani Silva	9/1/14-6/1/15	19,624 (Title I)

**5. Provide high-quality professional development for the instructional staff that focuses on instructional improvement and supports the strategies and actions described above.**

Please describe the professional development the LEA will provide to instructional staff to address the identified strategies and actions.	Person(s) Responsible	Specific Timeline	Estimated Cost/ Funding Source (including 10% set-aside from Title I, Part A)
1. Professional development on ELA instructional shifts	Director of C & I Ani Silva	8/1/14-4/1/15	\$ 10,000 (CCSS)
2. Professional development on TK-2 ELA adoption	Director of C & I Ani Silva	8/1/14-4/1/15	3,000 (General Fund)
3. Instructional Leadership teams will work with the principals at each site to guide and implement cycles of professional learning.	Site Principals	9/1/14-6/1/15	28,000

<p>4. Provide professional development for all teachers on new English Language Development standards and support consistent implementation districtwide,</p>	<p>Director of C &amp; I Ani Silva</p>	<p>8/1/14-4/1/15</p>	<p>(CCSS) \$ 2,000 (General Fund)</p>
<p>5. Common Core K-12 Math Coach will provide professional development, resources, and demonstration lessons to support implementation of CCSS math standards and practices.</p>	<p>Math Coach, Nan Lemmon</p>	<p>9/1/14-6/1/15</p>	<p>45,000 (General Fund)</p>
<p>6. Provide professional development for teachers on the use of instructional technology to engage students in 21st century learning.</p>	<p>Director of C &amp; I Ani Silva</p>	<p>8/1/14-4/1/15</p>	<p>100,000 (General Fund)</p>
<p>7. Provide professional development for Science Teachers.</p>	<p>Director of C &amp; I Ani Silva</p>	<p>9/1/14-6/1/15</p>	<p>5,000 (General Fund)</p>
<p>8. Provide professional development and articulation release time for CTE pathways.</p>	<p>High School Principal &amp; AP</p>	<p>9/1/14-6/1/15</p>	<p>5,200 (Pathways grant)</p>
<p>9. Provide professional development for AP teachers</p>	<p>Director of C &amp; I Ani Silva</p>	<p></p>	<p></p>
<p>10. Provide professional development expenditures to ensure highly qualified teachers.</p>	<p>Director of C &amp; I Ani Silva</p>	<p>8/1/14-2/1/15</p>	<p>3,200 (General Fund)</p>
		<p>7/1/14-6/30/15</p>	<p>52,737 (Title II)</p>

**6. Incorporate, as appropriate, activities before school, after school, during the summer, and/or during an extension of the school year.**

Please describe those activities and how the LEA will incorporate them.	Person(s) Responsible	Specific Timeline	Estimated Cost	Funding Source
1. Provide tutorials and supplemental materials for immigrant students.	Director of C & I Ani Silva	9/1/14-6/1/15	8,026	Title III, Immigrant
2. Provide tutorials and supplemental materials for English Learners.	Director of C & I Ani Silva	9/1/14-6/1/15	15,118	Title III, LEP
3. Supplemental Educational Services (SES)	Director of C & I Ani Silva	9/1/14-6/1/15	1088	Title I

**7. Include strategies to promote effective parental involvement in the school.**

Please describe parental involvement strategies and how the LEA will support them across the LEA.	Person(s) Responsible	Specific Timeline	Estimated Cost	Funding Source
1. Provide Title I Parent Outreach.	Director of C & I Ani Silva	9/1/14-6/1/15	\$ 196	Title I
2. Increase parental involvement for families of English Learners by providing translation and interpretation services for all communication.	Director of C & I Ani Silva	9/1/14-6/1/15	3000	General Fund

**LOCAL EDUCATIONAL AGENCY PROGRAM IMPROVEMENT PLAN ADDENDUM  
ASSURANCE PAGE**

**Local Educational Agency (LEA) Plan Information:**

**Name of LEA:** Pacific Grove Unified School District

**County District Code:** 27-66134

**Date of Local Governing Board Approval:** \_\_\_\_\_

**District Superintendent:** Ralph Porras

**Address:** 435 Hillcrest Avenue

**City:** Pacific Grove

**Zip Code:** 93950

**Phone:** 831-646-6510

**FAX:** 831-646-6500

**E-mail:**  
rporras@pgusd.org

**Signatures:**

**On behalf of LEAs, participants included in the preparation of this LEA Program Improvement Plan Addendum:**

	<b>Ralph Porras</b>	<b>6-30-14</b>
_____ Signature of Superintendent	_____ Printed Name of Superintendent	_____ Date
	<b>Tony Sollecito</b>	<b>6-30-14</b>
_____ Signature of Board President	_____ Printed Name of Board President	_____ Date

By submission of the local board approved LEA PI Plan Addendum (in lieu of the original signature assurance page in hard copy), the LEA certifies that the plan has been locally adopted and original signed copies of the assurances are on file in the LEA. The certification reads:

**Certification:** I hereby certify that all of the applicable state and federal rules and regulations will be observed by this LEA and that, to the best of my knowledge, information contained in this Plan is correct and complete. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained onsite. I certify that we accept all general and program specific assurances for Titles I, II, and/or III as appropriate, except for those for which a waiver has been obtained. A copy of all waivers will remain on file. I certify that actual ink signatures for this LEA Plan/Plan Addendum/Action Plan are on file, including signatures of any required external providers.

**SUBJECT:** Professional Development Contract for Dr. Bonnie McGrath at Forest Grove

**PERSON(S) RESPONSIBLE:** Craig Beller, Principal

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**RECOMMENDATION:**

Approval of the contract for Dr. McGrath to provide Professional Development for Forest Grove teachers during the 2014-2015 school year. While the contract shows an effective start date of July 28, 2014, work with Dr. McGrath will not begin until September 2, 2014.

**BACKGROUND:**

Forest Grove Elementary is the only school in the PGUSD which receives Title I (federal) funding through the Consolidated Application, submitted annually, based on the number of enrolled Educationally Disadvantaged Youth. As a Title I school, Forest Grove is subject to the Federal Requirements for the use of these funds. As a "Program Improvement" school, it is the expectation that 10% of these funds be expended for staff Professional Development.

This year, it is anticipated that Dr. McGrath will spend four daylong training sessions with the FG staff, one each in September, November, January, and March. It is through this training, as well as other collaborative work, that the FG staff will be even better prepared to meet the needs of its student body, especially the Educationally Disadvantaged Youth.

**INFORMATION:**

Dr. McGrath is a highly respected educator and consultant with a national, as well as statewide, reputation for excellence. Last year, she provided several Common Core-related trainings to the Forest Grove staff (and to the district, as well). The reception and effectiveness of these training sessions gave impetus to asking Dr. McGrath to return this year to continue training in the area of English/Language Arts, including, but not limited to, defining rigor in the classroom, using the writing process to assess student learning in new ways, speaking and listening, and other topics to be generated by the Forest Grove faculty. These training days will be intense, but highly valued and worthwhile.

**FISCAL IMPACT:**

The contract cost is \$6,800.00 out of the Title I budget (Federal funding through the Consolidated Application).

**McGrath Consulting Group**  
*Leadership Coaching for Student Success*

**Consulting Services Agreement**

**This Consulting Agreement** (“Agreement”), dated as of July 28<sup>th</sup>, 2014 (the “Effective Date”) is made by and between McGrath Consulting Group (“MCG”), a California Corporation, and Forest Grove Elementary School.

**Section 1. Statement of Work.** MCG will provide consulting services (“Services”) for Forest Grove Elementary School. Such Services shall include support to Forest Grove Elementary School to support teaching and improve student learning.

**Section 2. Term.** MCG will provide Services to Forest Grove Elementary School that shall consist of a total of 4 days of training and support around the Framework for Professional Learning. The Services shall take place between the Effective Date and June 30, 2015, unless otherwise agreed upon in writing by both parties.

**Section 3. Compensation.** Forest Grove Elementary School agrees to compensate MCG a total amount of \$6,800, which shall include 4 days of onsite training and support that includes distance coaching and all expenses.

Payments will be due after services rendered on the following dates:

September 15, 2014	\$3400.00
April 15, 2015	\$3400.00

**Section 4. Ownership of Materials.** Copyright and other intellectual property rights to work materials created by MCG *prior* to or *not* in connection with this Agreement, which is provided by MCG to Forest Grove Elementary School hereunder, is owned by MCG (“Consultant Information”). It is recognized by both parties that such work products draw on years of experience and development efforts. All rights to the work created as part of this Agreement (“Work Product”) shall be the sole and exclusive property of Forest Grove Elementary School, but in no event shall Forest Grove Schools’ rights extend to any portion of Consultant Information. MCG hereby grants to Forest Grove Elementary School an irrevocable, nonexclusive, worldwide, royalty-free license, in perpetuity, to use, reproduce and incorporate Consultant Information into other work for any internal educational purpose of Forest Grove Elementary School, and all such uses shall acknowledge MCG’s contribution thereto. Forest Grove Elementary School hereby grants to MCG a nonexclusive, worldwide, royalty-free license in perpetuity to use and create derivative works from such Work Product, and any such use of the Work Product by MCG shall reflect Forest Grove Elementary School ownership thereof.

4250 Piper Street • San Diego, California • 92117  
Phone: 8858.736.6562 • Fax: 858.273.8243  
[www.mcgrathconsultinggroup.com](http://www.mcgrathconsultinggroup.com)

## McGrath Consulting Group

*Leadership Coaching for Student Success*

**Section 5. Termination.** Either party may terminate this agreement upon material breach of any of its provisions by the other party. In the event this agreement is terminated, Forest Grove Elementary School will compensate MCG for all documented expenses, non-cancelable debt, and the reasonable value of all Services completed by MCG up to the date of termination.

**Section 6. Independent Contractors.** MCG's relationship to Forest Grove Elementary School under this Agreement is that of an independent contractor. Nothing in this agreement is intended to constitute a partnership, agency, employer, employee or joint venture relationship between the parties. Neither party may incur any debts or make any commitments for the other.

**Section 7. Indemnification.** Forest Grove Elementary School agrees to and shall hold harmless and indemnify MCG, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by Forest Grove Elementary School or any person, firm or corporation employed by Forest Grove Elementary School upon or in connection with the Services called for in this Agreement to the extent that such liability for said loss, damage or expense result from the sole negligence or acts of Forest Grove Elementary School, its officers, employees or agents;
- (b) Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including MCG, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability or damages which result from the sole negligence or willful misconduct of the MCG, its officers, employees or agents.

**Section 8. Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements and understandings, whether oral or written, between the parties relating to the subject matter. It may be modified or amended only by written agreement of the parties.

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**McGrath Consulting Group**  
*Leadership Coaching for Student Success*

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

**Forest Grove Elementary School**  
1065 Congress Ave  
Pacific Grove, CA 93950-4900

Signed: \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**McGrath Consulting Group**  
4250 Piper Street  
San Diego, CA 92117

Signed: \_\_\_\_\_  
Name (print): Bonnie McGrath  
Title: Executive Consultant  
Date: \_\_\_\_\_  
Tax I.D. Number: 20-3109414

4250 Piper Street • San Diego, California • 92117  
Phone: 8858.736.6562 • Fax: 858.273.8243  
[www.mcgrathconsultinggroup.com](http://www.mcgrathconsultinggroup.com)

**SUBJECT:** Contract for Professional Development for Common Core Implementation

**PERSON(S) RESPONSIBLE:** Ani Silva, Director of Curriculum and Special Projects

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**RECOMMENDATION:**

The administration recommends approval of the contract with McGrath Consulting Group for the 2014-2015 school year. While the contract shows an effective start date of July 28, 2014, work with Dr. McGrath will not begin until September 2, 2014.

**BACKGROUND:**

The Common Core State Standards instructional reform requires Professional Learning Communities to receive specific professional development around the instructional shifts. To ensure that PGUSD graduates are College and Career ready, the District is required to develop a system of Professional Learning Cycles. With this in mind, we must continue to implement a focused professional development approach to build the capacity for our administrators, teachers, and students in achieving the standards for College and Career Readiness.

**INFORMATION:**

Dr. Bonnie McGrath is an organizational leadership consultant to schools and districts with a focus on the Framework for Professional Learning and the integration of the Common Core Standards. Dr. McGrath provided professional development services for our teachers and administrators during 2013-2014 school years. In 2014-2015 Dr. McGrath will continue the work implemented last year and work extensively with principals and their school Instructional Leadership teams on increasing student achievement through analysis of data, curriculum, and instruction using the Framework for Professional Learning.

The professional development for key instructional shifts will be provided by Dr. McGrath on a quarterly basis, in addition to support by phone, site visits, and e-mail. This year's focus will maximize students' speaking and listening skills along with writing across the content areas while building on Text Complexity and Academic Language.

Dr. McGrath will guide the school site Instructional Leadership teams with the Cycle of Professional Learning to achieve desired outcomes. The Cycle of Professional Learning includes: identify instructional focus, teacher practice, peer observation, professional reading, focus on student work, and monitoring progress towards the instructional goal. The professional development model proposed will create a culture of professional learning with embedded ongoing support to build expertise across the system. This builds common language and helps accelerate student learning due to consistency of practice.

**FISCAL IMPACT:**

The contract cost is \$14,100 out of the Common Core Budget (Revenue from the State of California to implement Common Core Standards)

**McGrath Consulting Group**  
*Leadership Coaching for Student Success*

**Consulting Services Agreement**

**This Consulting Agreement** ("Agreement"), dated as of July 28, 2014 (the "Effective Date") is made by and between McGrath Consulting Group ("MCG"), a California Corporation, and Pacific Grove Unified School District.

**Section 1. Statement of Work.** MCG will provide consulting services ("Services") for Pacific Grove Unified School District. Such Services shall include support to Pacific Grove Unified School District to support teaching and improve student learning around the implementation of Common Core Standards.

**Section 2. Term.** MCG will provide Services to Pacific Grove Unified School District that shall consist of a total of 9 days of school coaching and support around the Framework for Professional Learning. The Services shall take place between the Effective Date and June 30, 2015, unless otherwise agreed upon in writing by both parties.

**Section 3. Compensation.** Pacific Grove Unified School District agrees to compensate MCG a total amount of \$14,100.00, which shall include 9 days of inservice to all elementary school teachers and middle school-high school Instructional Leadership Team members and onsite coaching and support that includes distance coaching and all expenses.

Payments will be due in three installments after rendered on the following dates:

September 15, 2014	\$4700.00
November 21, 2014	\$4700.00
March 18, 2014	\$4700.00

**Section 4. Ownership of Materials.** Copyright and other intellectual property rights to work materials created by MCG *prior* to or *not* in connection with this Agreement, which is provided by MCG to Pacific Grove Unified School District hereunder, is owned by MCG ("Consultant Information"). It is recognized by both parties that such work products draw on years of experience and development efforts. All rights to the work created as part of this Agreement ("Work Product") shall be the sole and exclusive property of Pacific Grove Unified School District, but in no event shall Pacific Grove Unified School District's rights extend to any portion of Consultant Information. MCG hereby grants to Pacific Grove Unified School District an irrevocable, nonexclusive, worldwide, royalty-free license, in perpetuity, to use, reproduce and incorporate Consultant Information into other work for any internal educational purpose of Pacific Grove Unified School District, and all such uses shall acknowledge MCG's contribution thereto. Pacific Grove Unified School District hereby grants to MCG a nonexclusive, worldwide, royalty-free license in perpetuity to use and create derivative works from such Work Product, and any such use of the Work Product by MCG shall reflect Pacific Grove Unified School District ownership thereof.

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Phone: 8858.736.6562 • Fax: 858.273.8243  
[www.mcgrathconsultinggroup.com](http://www.mcgrathconsultinggroup.com)

**McGrath Consulting Group**  
*Leadership Coaching for Student Success*

**Section 5. Termination.** Either party may terminate this agreement upon material breach of any of its provisions by the other party. In the event this agreement is terminated, Pacific Grove Unified School District will compensate MCG for all documented expenses, non-cancelable debt, and the reasonable value of all Services completed by MCG up to the date of termination.

**Section 6. Independent Contractors.** MCG's relationship to Pacific Grove Unified School District under this Agreement is that of an independent contractor. Nothing in this agreement is intended to constitute a partnership, agency, employer, employee or joint venture relationship between the parties. Neither party may incur any debts or make any commitments for the other.

**Section 7. Indemnification.** Pacific Grove Unified School District agrees to and shall hold harmless and indemnify MCG, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by Pacific Grove Unified School District or any person, firm or corporation employed by Pacific Grove Unified School District upon or in connection with the Services called for in this Agreement to the extent that such liability for said loss, damage or expense result from the sole negligence or acts of Pacific Grove Unified School District, its officers, employees or agents;
- (b) Any injury to or death of persons or damage to property, sustained by any persons, firm, or corporation, including MCG, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, except for liability or damages which result from the sole negligence or willful misconduct of the MCG, its officers, employees or agents.

**Section 8. Entire Agreement.** This agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements and understandings, whether oral or written, between the parties relating to the subject matter. It may be modified or amended only by written agreement of the parties.

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**McGrath Consulting Group**  
*Leadership Coaching for Student Success*

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed.

**Pacific Grove Unified School District**  
1065 Congress Ave  
Pacific Grove, CA 93950-4900

Signed: \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**McGrath Consulting Group**  
4250 Piper Street  
San Diego, CA 92117

Signed: \_\_\_\_\_  
Name (print): Bonnie McGrath  
Title: Executive Consultant  
Date: \_\_\_\_\_  
Tax I.D. Number: 20-3109414

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Phone: 8858.736.6562 • Fax: 858.273.8243  
[www.mcgrathconsultinggroup.com](http://www.mcgrathconsultinggroup.com)

**SUBJECT:** Updated Admission Regulation 5111

**PERSON(S) RESPONSIBLE:** Ralph Gómez Porras, Superintendent

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**RECOMMENDATION:**

Administration recommends that the Board approve the revised Admission Regulation §5111, as presented.

**BACKGROUND:**

The regulation was last updated in 1997.

**INFORMATION:**

The regulation has been updated to reflect current Education Code verbiage based on legally required changes, as per Education Code 48000.

**FISCAL IMPACT:**

None.

## Pacific Grove Unified School District

Students

Regulation #5111

### ADMISSION

#### Age of Admittance to Grades K-1

A child shall be eligible for enrollment in kindergarten or first grade, at the beginning of the school year or at a later time in the same year, if the child has his/her fifth or sixth birthday, respectively, on or before one of the following dates: (Education Code 48000, 48010)

1. December 2 of the 2011-12 school year
2. November 1 of the 2012-13 school year
3. October 1 of the 2013-14 school year
4. September 1 of the 2014-15 school year and each school year thereafter

Any child who will have his/her fifth birthday between the date listed above for the applicable school year and December 2 shall be offered a transitional kindergarten program in accordance with law and Board policy. (Education Code 48000)

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 6170.1 - Transitional Kindergarten)

#### Documentation of Age/Grade

Prior to the admission of a child to kindergarten or first grade, the parent/guardian shall present proof of the child's age. (Education Code 48002)

Evidence of the child's age may include: (Education Code 48002)

1. A certified copy of a birth certificate or a statement by the local registrar or county recorder certifying the date of birth
2. A duly attested baptism certificate

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## Pacific Grove Unified School District

Students

Regulation #5111

### ADMISSION

#### 3. Passport

When none of the foregoing is obtainable, the parent/guardian may provide any other appropriate means of proving the age of the child. (Education Code 48002)

A student enrolling in a district school at any other grade level shall present records from his/her previous school district documenting his/her age and current grade level.

(cf. 5125 - Student Records)

(cf. 6146.3 - Reciprocity of Academic Credit)

(6/91 12/91) 11/11

#### Age of Admission

~~Proof of age shall be required of all enrolling students. The legal evidences of age, in order of desirability, are a birth certificate, baptismal certificate, passport, immigration certificate, Bible record, or affidavit from the parent/guardian. (EC 48002)~~

~~A child who will reach the age of five on or before December 2 of the school year shall be eligible for enrollment in kindergarten at the beginning of that school year or at any later time in the same year. (Education Code 48000)~~

~~A child who will reach the age of five on or before December 2 of the school year shall be eligible for enrollment in the District pre-kindergarten summer program. (Education Code 48000)~~

~~A child who will have reached the age of six years on or before December 2 of the current school year shall be eligible for enrollment in the first grade. (EC 48010)~~

#### **Early Entry to Kindergarten**

Education Code 48000 authorizes the district, at its discretion, to allow early entry to kindergarten on a case-by-case basis under the conditions

Page 2 of ~~14~~.  
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~~CSBA: 12/91~~  
Revised: August 21, 2014

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## Pacific Grove Unified School District

Students

Regulation #5111

### ADMISSION

described below. California Department of Education (CDE) information on "Kindergarten in California," available on its web site, cautions that a district utilizing this option must ensure that the child has turned age five or else may jeopardize its apportionments as auditors may impose fiscal sanctions. The CDE also cautions that the district may risk being challenged by parents/guardians if it bases early admission on test results, maturity of the child, or preschool records. The district might consider establishing a process for parents/guardians to challenge denial of early entry.

On a case-by-case basis, a child who reaches age five after the date listed above for the applicable school year may be admitted to kindergarten at any time during the school year with the approval of the child's parent/guardian, provided that: (Education Code 48000)

1. The Superintendent or designee determines that the admittance is in the best interests of the child.
2. The parent/guardian is given information regarding the advantages and disadvantages and any other explanatory information about the effect of this early admittance.

(cf. 5145.6 - Parental Notifications)

In determining whether a child may be granted early entry to kindergarten, the Superintendent or designee may also consider the availability of classroom space and any negotiated maximum class size.

(cf. 6151 - Class Size)

(cf. 7111 - Evaluating Existing Buildings)

~~A child who becomes five years old after December 2 may be admitted into kindergarten, with parental approval, at any time after his/her fifth birthday during~~

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Page 3 of ~~4~~  
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Issued: November 6, 1997  
~~CSBA: 12/91~~  
Revised: August 21, 2014

## Pacific Grove Unified School District

Students

Regulation #5111

### ADMISSION

~~the school year when the Superintendent or designee determines on a case-by-case basis that such admittance is in the child's best interests. (EC 48000)~~

~~The Superintendent or designee shall provide parents/guardians with information as to the effects, advantages and disadvantages of early entry into kindergarten. (Education Code 48000)~~

~~Classroom space must be available, and the class size cap specified in certificated negotiated agreements may not be exceeded.~~

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Page 4 of ~~14~~.  
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Issued: November 6, 1997  
~~CSBA: 12/91~~  
~~Revised: August 21, 2014~~

**SUBJECT:** Contract with Families First for Speech and Language Therapy Services

**PERSON(S) RESPONSIBLE:** Clare Davies, Director for Student Services

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**RECOMMENDATION:**

It is recommended that the Board approve the contract.

**BACKGROUND:**

The district posted to hire a Speech and Language Therapist due to a retirement. No viable candidates applied. District needs to contract with an agency to provide the SLP services already required for students.

**INFORMATION:**

District will enter into contract with Families First Behavioral Services Inc. to provide Speech and Language Therapy services

**FISCAL IMPACT:**

None. Monies have already been appropriated in the budget.

435 Hillcrest Avenue

Pacific Grove, CA 93950

CONTRACT FOR SERVICES

(To be used for provision of services involving no potential for liability exposure for District)

This contract is an agreement between the Pacific Grove Unified School District and

Families First Behavioral Services, Inc. for services rendered as specified below.

1. Scope of Service:

To provide: To provide speech and language assessments, reports and services to referral students and to attend related IEP's.

2. Evaluation and/or expected outcome(s)(continue on attached page if needed):

All students will receive assessments and services as required.

3. Length of the Contract:

Service is to be provided on the following date(s):

School year 2014-15, beginning August 11, 2014

Contract to be terminated if and when PGUSD secures a district employee to perform duties.

4. Financial Consideration:

Consultant to be paid at the rate of:

\$90.00 per hour (\$ per hr/day/other)

For two 8 hr days per week, total amount \$66,600.00 (hours/days/other)

School Funding Source: 01-6500-0-5750-1180-5800-00-000-2375-0740

Consultant: Tammy Modisette

Address 243 Foam St., Monterey, CA 93949 Mailing address: P.O. Box 52141, Pacific Grove, CA

Signed [Signature] Modisette Date 8/11/14

District Employee Independent Consultant

Signed [Signature] Date Aug. 11, 2014

Site/Program Administrator – (Check appropriate box below)

Contracted work was assigned using District's normal employment recruitment process.

Contracted work was not assigned using District's normal employment recruitment process. Attached Criteria Page (REQUIRED) identifies reason.

Signed [Signature] Date 8/11/14
Director of Human Resources

Signed [Signature] Date 8/11/14
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

\*Independent Consultant must sign and submit a W-9 to District prior to providing service

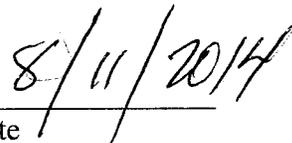
**Contract for Services Criteria****District/Site Administrator – Please circle criteria that apply and sign below.**

- (1) There is a specifically documented cost savings relative to using district employment. (The documentation requirements are specified and must be attached).
- (2) The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- (3) The services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
- (4) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
- (5) The policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
- (6) The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
- (7) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- (8) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.




---

 District/Site Administrator


  
 Date

Ref: Contract for Services Criteria

Revised 06/12

**SUBJECT:** Contract with Families First for Occupational Therapy Services

**PERSON(S) RESPONSIBLE:** Clare Davies, Director for Student Services

---

**RECOMMENDATION:**

It is recommended that the Board approve the contract.

**BACKGROUND:**

The district posted to hire an Occupational Therapist due to a resignation. No viable candidates applied. District needs to contract with an agency to provide the OT services already required for students.

**INFORMATION:**

District will enter into contract with Families First Behavioral Services Inc. to provide Occupational Therapy services

**FISCAL IMPACT:**

None. Monies have already been appropriated in the budget.

435 Hillcrest Avenue

Pacific Grove, CA 93950

CONTRACT FOR SERVICES

(To be used for provision of services involving no potential for liability exposure for District)

This contract is an agreement between the Pacific Grove Unified School District and

Families First Behavioral Services, Inc. for services rendered as specified below.

1. Scope of Service:

To provide: To provide occupational therapy assessments, reports and services to referral students and to attend related IEP's.

2. Evaluation and/or expected outcome(s)(continue on attached page if needed):

All students will receive assessments and services as required.

3. Length of the Contract:

Service is to be provided on the following date(s):

School year 2014-15, beginning August 11, 2014

Contract to be terminated if and when PGUSD secures a district employee to perform duties.

4. Financial Consideration:

Consultant to be paid at the rate of:

\$85.00 per hour (\$ per hr/day/other)

For two 8 hr days per week & one 4 hr day per week, total \$62,900.00(hrs/days/other)

School Funding Source: 01-6500-0-5750-1180-5800-00-000-2375-0740

Consultant: Tammy Modisette

Address 243 Foam St., Monterey, CA 93949 Mailing address: P.O. Box 52141, Pacific Grove, CA

Signed [Signature] Modisette Date 8/14/14

↑ District Employee

↑ Independent Consultant \*

Signed [Signature] Date Aug 11, 2014
Site/Program Administrator - (Check appropriate box below)

↑ Contracted work was assigned using District's normal employment recruitment process.

↑ Contracted work was not assigned using District's normal employment recruitment process. Attached Criteria Page (REQUIRED) identifies reason.

Signed [Signature] Date 8/11/14
Director of Human Resources

Signed [Signature] Date 8/11/14
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

\*Independent Consultant must sign and submit a W-9 to District prior to providing service

District/Site Administrator – Please circle criteria that apply and sign below.

- (1) There is a specifically documented cost savings relative to using district employment. (The documentation requirements are specified and must be attached).
- (2) The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- (3) The services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
- (4) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
- (5) The policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
- (6) The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
- (7) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- (8) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

Claudia Davis  
 District/Site Administrator

Aug. 11, 2014  
 Date

**SUBJECT:** 2014-15 Brandman University Early Childhood Education Fieldwork Site Agreement

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

---

**RECOMMENDATION:**

The administration recommends the approval of participating with Brandman University Early Childhood Education Fieldwork Site Agreement

**INFORMATION/BACKGROUND:**

The purpose of the site agreement with Brandman University is to support employee Diane Beron in her credential program fieldwork. This agreement is for the **2014-2015** school year.

**FISCAL IMPACT:**

None




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## **EARLY CHILDHOOD EDUCATION FIELDWORK SITE AGREEMENT (for Site Employees)**

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Pacific Grove Unified School District Preschool, hereinafter called "FIELDWORK SITE."

### **I. RESPONSIBILITIES OF THE UNIVERSITY**

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites to be eligible for fieldwork experience.
- B. The UNIVERSITY shall designate a faculty or staff member to consult, and collaborate with the supervising professional of the FIELDWORK SITE, the observations and student fieldwork experience of each student at FIELDWORK SITE.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY and the FIELDWORK SITE.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE supervisor professional in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

### **II. RESPONSIBILITIES OF THE FIELDWORK SITE**

- A. The FIELDWORK SITE shall provide field experiences in FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE and shall notify the UNIVERSITY about its course of action. The UNIVERSITY may terminate the field experience assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time.
- C. The FIELDWORK SITE will notify the UNIVERISTY of any change in its personnel, operation, or policies which may affect the field education experience/practicum.
- D. The FIELDWORK SITE shall comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.

- E. The FIELDWORK SITE acknowledges that each student under this Agreement shall be a paid employee of the FIELDWORK SITE and thus covered under the FIELDWORK SITE'S insurance policies, including Workers' Compensation, to the extent available to other employees. No student shall be considered an employee or agent of Brandman University while performing services for the FIELDWORK SITE.

### III. THE PARTIES MUTUALLY AGREE

- A. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- B. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- C. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this Agreement and to the addresses below.

**FIELDWORK SITE CONTACT INFORMATION:**

Pacific Grove Unified School District  
 Preschool  
 1004 David Ave.  
 Pacific Grove, CA 93950  
 Attn: Linda Williams, Principal  
 Tel: 831-646-6547

**UNIVERSITY CONTACT INFORMATION:**

Brandman University  
 16355 Laguna Canyon Road  
 Irvine, CA 92618  
 Attn: Christine Zeppos, Dean  
 School of Education  
 Tel: (949) 341-9899

- D. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- E. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.

### IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective on 07/01/2014 and continuing until 07/01/2015 (1-year maximum).

B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon ten (10) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

**SIGNATURES:**

**FIELDWORK SITE:**      Signature: \_\_\_\_\_  
   Name: \_\_\_\_\_  
   Title: \_\_\_\_\_  
   Date: \_\_\_\_\_

**UNIVERSITY:**              Signature: \_\_\_\_\_  
   Name:      Gary Brahm  
   Title:      Chancellor  
   Date: \_\_\_\_\_

Appendix A  
Payment for Supervisors at Fieldwork Site

**SPECIAL PROVISIONS – RATES and PAYMENTS**

- (a) \$50 for the supervising professional stipend per eight (8) week session of observation. Requires a total of 35 supervised contact hours for the student

METHOD OF PAYMENT: Stipend is to be paid directly to the supervisor professional at FIELDWORK SITE.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been at the assignment for a minimum of two weeks, Supervisor at the FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

At the end of the practicum session of the UNIVERSITY, the supervisor professional at the FIELDWORK SITE shall submit an invoice, by email, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session.

**SUBJECT:** Annual Contract with the U.C. Santa Cruz Student Teacher Program

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

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**RECOMMENDATION:**

The administration recommends the approval of participating with U.C. Santa Cruz Student/Master Teacher Program in the effort to support new teachers entering the teaching profession.

**INFORMATION/BACKGROUND:**

The U.C. Santa Cruz Student Teacher Program is a student/mentor teacher program between U.C. Santa Cruz, the California Commission on Teacher Credentialing and participating school districts. This program allows UCSC student teachers to gain classroom teaching experience under the guide of an experienced classroom teacher. This agreement is for the **2014-2015** school year.

**FISCAL IMPACT:**

None

UNIVERSITY OF CALIFORNIA, SANTA CRUZ

BERKELEY • DAVIS • IRVINE • LOS ANGELES • MERCED • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

Education Department  
University of California, Santa Cruz  
1156 High St.  
Santa Cruz, CA 95064

July 16, 2014

Dr. Ralph Porras, Superintendent  
435 Hillcrest Avenue  
Pacific Grove, CA 93950-4900

Dear Ralph:

One of the strongest attributes of the Teacher Education Program at UC Santa Cruz is the partnership we form with local school districts in the preparation of future teachers. We look forward to continuing our partnership with Pacific Grove Unified School District in mentoring teacher candidates.

Attached is the UCSC 2014-2015 Student Teacher Agreement for your review. Once approved, please sign and return the agreement to me at [gbunch@ucsc.edu](mailto:gbunch@ucsc.edu) or via post.

Attached is the UCSC 2014-2015 Student Teacher Agreement for your review. Once approved, please sign and return the agreement to our Program Assistant, Libby White, at [libbys@ucsc.edu](mailto:libbys@ucsc.edu) or via post:

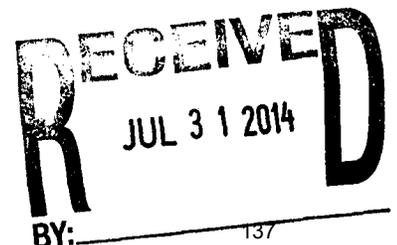
Libby White  
Program Assistant  
Education Department  
University of California, Santa Cruz  
1156 High St.  
Santa Cruz, CA 95064

The Education Department and I look forward to working with your district.

Sincerely yours,

George Bunch  
Associate Professor and Faculty Director of Teacher Education  
Voice: (831) 459-1828  
email: [gbunch@ucsc.edu](mailto:gbunch@ucsc.edu)

Attachment



**University of California, Santa Cruz  
Education Department  
Student Teacher (Practice Teaching) Agreement**

**PARTIES:** University of California, Santa Cruz  
Pacific Grove Unified School District

**TERM:** August 1, 2014-June 30, 2015

**SERVICES:** Practice teaching placements

1. The District shall provide teaching experience through practice teaching in schools and classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University of California, Santa Cruz through their duly authorized representatives may agree upon.

The District may, for good cause, refuse to accept for practice teaching any student of the University of California, Santa Cruz assigned to practice teaching in the District, and upon request of the District made for good cause, the University of California shall terminate the assignment of any student of the University of California to practice teaching in the District.

“Practice teaching” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid credentials issued by the California Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice of teaching is provided.

2. Student teachers are students of the University and not employees of the school district.  
An assignment of a student of the University of California, Santa Cruz to practice teaching in the District shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper authorities of the District the Final Student Teacher Placement notice or other documents given the student by the University of California, Santa Cruz effecting such assignment.

Signed:

Education Department  
University of California, Santa Cruz

Superintendent’s Office  
Pacific Grove Unified School District



George Bunch, Faculty Director of  
Teacher Education

Date signed: 7/21/2014

Ralph Porras, Superintendent

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

**University of California, Santa Cruz  
Education Department  
Student Teacher (Practice Teaching) Agreement**

**PARTIES:** University of California, Santa Cruz  
Pacific Grove Unified School District

**TERM:** August 1, 2014-June 30, 2015

**SERVICES:** Practice teaching placements

1. The District shall provide teaching experience through practice teaching in schools and classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University of California, Santa Cruz through their duly authorized representatives may agree upon.

The District may, for good cause, refuse to accept for practice teaching any student of the University of California, Santa Cruz assigned to practice teaching in the District, and upon request of the District made for good cause, the University of California shall terminate the assignment of any student of the University of California to practice teaching in the District.

“Practice teaching” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid credentials issued by the California Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice of teaching is provided.

2. Student teachers are students of the University and not employees of the school district.  
An assignment of a student of the University of California, Santa Cruz to practice teaching in the District shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper authorities of the District the Final Student Teacher Placement notice or other documents given the student by the University of California, Santa Cruz effecting such assignment.

Signed:

Education Department  
University of California, Santa Cruz

Superintendent’s Office  
Pacific Grove Unified School District

  
\_\_\_\_\_

\_\_\_\_\_

George Bunch, Faculty Director of  
Teacher Education

Ralph Porras, Superintendent

Date signed: 7/21/2014

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

**SUBJECT:** Annual Contract with CSUMB's Internship Credential Program

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

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**RECOMMENDATION:**

The administration recommends the approval of this annual contract with the CSUMB University Internship Credential Program.

**INFORMATION/BACKGROUND:**

Internship Credential Programs assist teachers who are working and being paid while attending a teacher prep program and earning their preliminary teaching credential. Interns must be supervised and supported by both the Commission-approved teacher preparation program and the employer.

**FISCAL IMPACT:**

None



# California State University, Monterey Bay

The Department of Teacher Education - CSUMB Teaching Internship Program

Building 3 • 100 Campus Center • Seaside, CA 93955-8001 (831) 582-4769

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July 1, 2014

Memorandum of Understanding between the Pacific Grove Unified School District and the CSUMB Teacher Internship Program:

The Pacific Grove Unified School District hereby enters into partnership with the California State University, Monterey Bay Teaching Internship Program (CTIP), and the California Commission on Teacher Credentialing (CTC) for the purpose of preparing Multiple Subjects, Single Subject and Special Education teachers. The Program allows qualified candidates to teach with a Multiple Subject or Single Subject Internship Teaching Credential with an English Learner's Authorization (ELA) emphasis or a Bilingual Crosscultural, Language and Academic Development (BLCAD) emphasis in Spanish. This credential entitles the Intern to teach in a specific district up to two years prior to applying for a preliminary teaching credential. Recommendation to CTC, for issuance of an Intern credential, is made through mutual agreement of the University and the participating school district that the candidate meets all requirements for such credential, including assessment of potential success in a multiple subjects, single subject, or special education teaching assignment.

**The term of this Memorandum of Understanding is from July 1, 2014 to June 30, 2017. Provisions of this agreement may be updated during the term in the event of mandatory changes to curriculum and/or practices required by the California Commission on Teacher Credentialing. Should an update be required, it will be the responsibility of CTIP to issue an updated MOU to the district; it will be the district's responsibility to review the document and return a signed copy to CTIP.**

As part of this collaboration, the  
**SCHOOL DISTRICT AGREES:**

1. To give the intern a contract that qualifies them for the intern credential and meets the requirements of ED Code 44462 (see attached)
2. To assign the intern to an appropriate multiple subject class, single subject class, or special education class authorized by their internship credential
3. To assign the intern a class that ensures the presence of students with exceptionalities and English language learners
4. To assign the intern a classroom with technology that can be used for educational purposes.
5. To agree not to assign the intern adjunct duties or professional development/training obligations that interfere with his/her university class schedule or are inappropriate for a beginning teacher. **Interns must be on campus by 4:15 p.m., Mondays and Wednesdays.**
6. To provide release time for both the intern (minimum of 1 day per semester) and the intern support provider to do observations (minimum of 1 day per semester)

7. To terminate the training at any time, if it is found that continuation would be detrimental to the children involved; consider terminating it at the end of one semester if the intern support provider assigned by the district and/or the university supervisor report that based on performance to date, the intern would not be recommended for a credential
8. To assign a teacher within the school setting and with equivalent instructional assignment as a support provider. The assigned teacher will have a minimum of three years successful experience teaching and will hold a clear credential with either CLAD, BCLAD or ELA authorization. The support provider will meet all stipulated qualifications provided in Appendix A of PSA 13-06 of the California Commission on Teacher Credentialing (attached).
9. To ensure the support provider will provide support to the intern and for a minimum of 72 hours per semester of support is provided with an additional 22.5 hours of support in the area of English language instruction in accordance with the key provisions of Coded Correspondence #14-04
10. In the event an intern is hired after the start of the school year, support/mentoring and supervision will consist of no less than two hours of each week of employments remaining in the school year.
11. To provide staff development activities and other resources (site and district support) that enhance the intern's teaching skills
12. To provide funds that support each Intern for on-going professional development (workshops and conferences) as identified by the university and the district. Districts will provide a list of conferences and workshops made available for each Intern as part of the evaluation of the program
13. To provide to the university a contract with their union that show the acceptance of the intern program
14. To hire as interns only those teacher candidates who are properly credentialed and who have met pre-service professional preparation required by the CTC as interpreted by CSUMB.

**CSU MONTEREY BAY & THE DEPARTMENT OF TEACHER EDUCATION AGREE TO:**

1. Verify that the teacher candidate meets the basic program criteria to become an intern: has a B.A. or B.S. degree; has met basic education skills competency (CBEST); has met subject matter competency; has met U. S. Constitution requirement; has obtained Certificate of Clearance, has completed 140 hours of appropriate pre-service training, and meets criteria for admission to the University
2. Submit the University and District recommended Internship Credential to the California Commission on Teacher Credentialing, and notify the District in writing that the student has been recommended and that the application has been forwarded
3. Provide advisement to the intern regarding the best sequence of courses to complete the program in a timely manner
4. Provide 53 hours of class supervision and supportive instruction each semester and an additional 15 hours of supervision and coaching specific to the needs of English language learners. A minimum of two hours of support/mentoring and supervision must be provided to the intern by the university and/or school partner during each week of contracted teaching in the school year. A minimum of 5 hours of support/mentoring and

supervision will be provided by the university and school partner for each remaining month in the school year.

5. Schedule courses to provide flexible offerings for students in intern placements
6. Provide training, supervision pay and consult with the intern support provider
7. Seek available grant funding in conjunction with the districts, to support teacher Internship Program costs that are above-and-beyond those incurred by traditional programs. Such costs include training costs, release time for program coordination, etc
8. Involve the Districts, County Offices of Education, and University to foster collaborative teacher preparation practices to enrich the Internship Program

School District Superintendent (or Designee)	Date
School District Board President (or Designee)	Date
School District Union President (or Designee)	Date
Dr. Cathi Draper-Rodriguez, Chair, Department of Teacher Education	Date



## California State University, Monterey Bay

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The Department of Teacher Education - CSUMB Teaching Internship Program

**Beach Hall (Building 21) • 100 Campus Center • Seaside, CA 93955-8001 (831) 582-4769**

California Education Code 44462 States – “In no event may an intern be paid less than a minimum salary required to be paid by the state to a regularly certified teacher.”

If you would like to access the full document, it is online at:

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=edc&group=44001-45000&file=44450-44468>

**SUBJECT:** Annual Contract with Brandman University's Internship Credential Program

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

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**RECOMMENDATION:**

The administration recommends the approval of this annual contract with the Brandman University Internship Credential Program.

**INFORMATION/BACKGROUND:**

Internship Credential Programs assist teachers who are working and being paid while attending a teacher prep program. Interns must be supervised and supported by both the Commission-approved teacher preparation program and the employer.

**FISCAL IMPACT:**

None



May 21, 2014

Billie Mankey  
Director of Human Resources  
Pacific Grove Unified School District  
435 Hillcrest Avenue  
Pacific Grove, CA 93950

Dear Director Mankey:

On behalf of the School of Education, Brandman University, I would like to thank you for your past participation in Brandman University's Internship credential programs. I am forwarding you this new contract for your office to sign so that we can continue to collaborate with you on the preparation of interns. The contract has been updated to address new regulations pursuant to California Education Code §44321 regarding the support and supervision of interns.

To complete the Internship Contract Agreement, please have an authorized signature from your district sign it. Once the agreement has been signed, please e-mail it back to Dustin Domingo at [credential@brandman.edu](mailto:credential@brandman.edu). Once we receive your signed agreement, we will secure an authorized signature from our University and send a fully executed copy to you via email. If you would like a hard copy sent to you, please indicate that within your email.

We look forward to continuing our partnership with your district. If you have any questions, we can be reached at (949) 341-9899 or via email at [credential@brandman.edu](mailto:credential@brandman.edu).

Sincerely,

Dustin Domingo  
Credential Coordinator  
Brandman University

CC/cc: Claudia Alfaro, Internship Coordinator




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**INTERNSHIP CONTRACT AGREEMENT**  
**by and between**  
**BRANDMAN UNIVERSITY**  
**and**  
**PACIFIC GROVE UNIFIED SCHOOL DISTRICT**

- **Multiple Subject Internship Credential**
- **Single Subject Internship Credential**
- **Education Specialist Internship Credential**

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school district or consortium under the preconditions established by State law (see Appendix A).

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a Brandman University Supervisor, from the Monterey Campus, and District Mentor who provides general support at the classroom level of the cooperating school. Also, the Internship Credential shall be issued initially for a two-year period and may be renewed by the Commission. (Education Code Section 44455). For renewals, please see Education Code Section 44456.

**I. General Provisions**

**a. The UNIVERSITY agrees and verifies that:**

- i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs
- ii. Each Intern Teacher must have completed the minimum number of preservice hours of University Credential Program course work, as required by the CCTC for issuance of the Intern Credential.
- iii. Each Intern Teacher shall apply for the Internship Credential through the Teacher Accreditation Department at Brandman University, upon verification of employment from the School District.

**b. The DISTRICT agrees and verifies that:**

- i. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the District for at least one academic year, subject to the District's personnel policies and State law(s).
- ii. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No intern may coach extracurricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at Brandman University.
- iii. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.

**II. Support and Supervision Requirements**

Pursuant to California Education Code §44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The Commission requires that each approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and of the employer.

**a. General Support and Supervision Provided to All Interns**

The UNIVERSITY and DISTRICT together shall provide a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support, mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

- i. The UNIVERSITY shall select supervisors that have current knowledge in their subject matter area; understand the context of public schooling; ability to model best professional practices in teaching and learning, scholarship and service; knowledge about diverse abilities, cultural, language, ethnic and gender diversity; and understanding of academic

standards, frameworks, and accountability systems that drive the curriculum of public schools.

- ii. The UNIVERSITY shall provide supervision and ongoing support for a minimum of 72 hours per school year. University supervisors will conduct classroom observations a minimum of four times each term that include pre and post observation discussions. Supervisors will maintain weekly contact with the intern to provide support related to planning, curriculum, and instruction in addition to problem solving regarding students.
- iii. The DISTRICT shall select mentor teachers who meet the following qualifications:
  - (1) valid corresponding Clear or Life credential,
  - (2) three years successful teaching experience, and
  - (3) the English Learner (EL) Authorization (if responsible for providing specified EL support).

If the mentor does not hold an EL Authorization, the district must identify and individual who is does have a valid EL authorization and who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.
- iv. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The mentor(s) role is to provide support specifically addressing issues in the intern's classroom (See Appendix C for examples of support/supervision activities). Interns without an English Language Authorization must also receive focused English Language instruction support.
- v. The UNIVERSITY shall provide orientation and training for the district mentors and university supervisors.
- vi. The University Supervisor and District Mentor shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.
- vii. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns in LiveText.
- viii. The District Mentor and site administrator shall participate in surveys that provide feedback to the university regarding the internship experience.

**b. Support and Supervision Specific to Teaching English Learners**

The following additional support/mentoring and supervision shall be provided to an intern teacher who enters the program without a valid English learner authorization listed on a previously issued multiple subject, single subject, or education specialist instruction teaching credential; a valid English learner or Cross-cultural, Language and Academic Development (CLAD) authorization:

- i. The UNIVERSITY shall provide 45 hours of support/mentoring and supervision per school year, including in-classroom coaching, specific to the needs of English learners. The minimum support/mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to five hours times the number of months remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.
- ii. The DISTRICT shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor assigned pursuant to section I above provided the individual possesses an English learner authorization and will be immediately available to assist the intern teacher. (See Appendix B for examples of support/supervision activities).
- iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the intern credential may be exempted from the additional 45 hours of support/mentoring and supervision specific to the needs of English learners.
- iv. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 45 hours of support/mentoring specific to the needs of English learners via forms submitted by the interns in LiveText.

**THE PARTIES MUTUALLY AGREE**

- A. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date

of this Agreement. Except for ten (10) days notice of non-payment of premium, the Parties will require 30 days written notice for any policies that are canceled, non-renewed, or coverage/limits that are reduced or materially altered.

- B. The UNIVERSITY agrees to indemnify, hold harmless, and defend the DISTRICT, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the DISTRICT because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents or employees.

The DISTRICT agrees to indemnify, hold harmless, and at the University's request, defend the UNIVERSITY, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the DISTRICT, its agents or employees.

- C. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- D. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- E. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

**FIELDWORK SITE CONTACT INFORMATION:**

Pacific Grove Unified School District  
 435 Hillcrest Avenue  
 Pacific Grove, CA 93950  
 Attn: Billie Mankey, Director of Human Resources  
 Tel: (831) 646-6507

**UNIVERSITY CONTACT INFORMATION:**

Brandman University  
 16355 Laguna Canyon Road  
 Irvine, CA 92618  
 Attn: School of Education, Dean  
 Tel: (949) 341-9811

- F. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- G. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- H. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- I. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

**FIELDWORK SITE CONTACT  
INFORMATION:**

Pacific Grove Unified School District  
435 Hillcrest Avenue  
Pacific Grove, CA 93950  
Attn: Billie Mankey, Director of Human  
Resources  
Tel: (831) 646-6507

**UNIVERSITY CONTACT  
INFORMATION:**

Brandman University  
16355 Laguna Canyon Road  
Irvine, CA 92618  
Attn: School of Education, Dean  
Tel: (949) 341-9811

**TERM AND TERMINATION OF AGREEMENT**

Brandman University and the Pacific Grove Unified School District, agree to all the conditions of this Internship Contract Agreement as outlined above, to be effective on 06/01/2014, and continuing until 05/30/2016 (2-year maximum). This agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

**SIGNATURES:**

**DISTRICT  
REPRESENTATIVES:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Superintendent  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Human Resources  
Date: \_\_\_\_\_

**UNIVERSITY:**

Signature: \_\_\_\_\_  
Name: Phillip L. Doolittle  
Title: Executive Vice Chancellor of Finance and  
Administration and Chief Financial Officer  
Date: \_\_\_\_\_

Signature:  \_\_\_\_\_  
Name: Dr. Christine Zeppos  
Title: Dean, School of Education  
Date: \_\_\_\_\_

## APPENDIX A

### Preconditions Established for Internship Programs

For initial program accreditation and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law or Commission policy.

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. Reference: Education Code §§44325, 44326, 44453.
- (2) **Subject Matter Requirement.** Each Multiple Subject intern admitted into the program has passed the Commission-approved subject matter examinations(s) for the subject area(s) in which the Intern is authorized to teach, and each Single Subject intern admitted into the program has passed the Commission-approved subject matter examination(s) or completed the subject matter program for the subject areas(s) in which the Intern is authorized to teach. Reference: Education Code § 44325(c) (3).
- (3) **Pre-Service Requirement.**
  - (a) Each Multiple and Single Subject Internship program must include a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in general pedagogy including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and teaching English Learners.
  - (b) Each Education Specialist Internship program includes a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in pedagogy including classroom management and planning, reading/language arts, specialty specific pedagogy, human development, and teaching English Learners.
- (4) **Professional Development Plan.** The employing district has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include all of the following:
  - (a) Provisions for an annual evaluation of the intern.
  - (b) A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.
  - (c) Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.

- (d) Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.
- (5) **Supervision of Interns.**
- (a) In all internship programs, the participating institutions shall provide supervision of all interns.
- (b) University Intern Programs only: No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code § 44462. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.
- (6) **Assignment and Authorization.** To receive program approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential. Reference: Education Code § 44454. The institution stipulates that the interns' services meet the instructional or service needs of the participating district(s). Reference: Education Code § 44458.
- (7) **Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential(s) involved. Reference: Education Code §§ 44321 and 44452.
- (8) **Early Program Completion Option.** Each intern program must make available to candidates who qualify for the option the opportunity to choose an early program completion option, culminating in a five year preliminary teaching credential. This option must be made available to interns who meet the following requirements:
- (a) Pass a written assessment adopted by the commission that assesses knowledge of teaching foundations as well as all of the following:
- Human development as it relates to teaching and learning aligned with the state content and performance standards for K-12 students
  - Techniques to address learning differences, including working with students with special needs
  - Techniques to address working with English learners to provide access to the curriculum
  - Reading instruction in accordance with state standards
  - Assessment of student progress based on the state content and performance standards
  - Classroom management techniques
  - Methods of teaching the subject fields

- (b) Pass the teaching performance assessment. This assessment may be taken only one time by an intern participating in the early completion option.
- (c) Pass the Reading Instruction Competence Assessment (RICA) (Multiple Subject Credential only).
- (d) Meet the requirements for teacher fitness.

An intern who chooses the early completion option but is not successful in passing the assessment may complete his or her full internship program. (Reference: Education Code § 44468).

- (9) **Length of Validity of the Intern Certificate.** Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities. Reference: Education Code § 44325 (b).
- (10) **Non-Displacement of Certificated Employees.** The institution and participating districts must certify that interns do not displace certificated employees in participating districts.
- (11) **Justification of Internship Program.** When an institution submits a program for initial or continuing accreditation, the institution must explain why the internship is being implemented. Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. The exclusive representative of certificated employees in the credential area (when applicable) is encouraged to submit a written statement to the Committee on Accreditation agreeing or disagreeing with the justification that is submitted.
- (12) **Bilingual Language Proficiency.** Each intern who is authorized to teach in bilingual classrooms has passed the language proficiency subtest of the Commission-approved assessment program leading to the Bilingual Crosscultural Language and Academic Development Certificate. Reference: Education Code Section 44325 (c).

**APPENDIX B**  
**Support and Supervision Activities**

<b>Potential Support &amp; Supervision Activities to be Provided by the District</b>
Demonstration Lessons and/or Co-teaching activities with mentor
Classroom Observations and Coaching*
Content Specific Coaching (for example: math coaches, reading coaches, EL coaches*)
Grade Level or Department Meetings related to curriculum, planning, and/or instruction
New Teacher Orientation
Coaching (not evaluation) from Administrator
Co-planning with Special Educator or EL expert to address included special needs students and/or English learners*
Logistical help before and during school year (bulletin boards, seating arrangements, materials acquisition, parent conferences, etc.)
Review/discuss test results with colleagues (CELDT and standardized tests)*
Activities/workshops specifically addressing issues in the intern's classroom—co-attended by intern and mentor(s)
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*
<b>Support &amp; Supervision Activities Provided through the University</b>
Classroom Observations and Coaching*
Weekly Online Seminars (problem solving issues with students, curriculum, instruction, TPEs, etc.) including EL support*
Weekly Contact with Supervisors via email, phone (voice, text), and/or video conferencing
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*

*\*May also be used towards the 45-hour EL Support & Supervision Requirement.*

**SUBJECT:** Public Hearing for Tentative Agreement with California School Employees Association (CSEA) for 2013-14 and 2014-15

**PERSON RESPONSIBLE:** Rick Miller, Assistant Superintendent for Business Services

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**RECOMMENDATION:**

The Administration recommends that the Board hold a public hearing for a Tentative Agreement between the Pacific Grove Unified School District and the California School Employees Association (CSEA).

**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 County Office of Education for their review and approval ten days prior to Board action.

**INFORMATION:**

The California School Employees Association (CSEA) and the District agree to an increase to the salary schedule for all CSEA members, based on Full Time Equivalency (FTE). This is a two-year agreement with the first year being a 2.50% increase, retroactive to July 1, 2013, and the second year being an additional 2.50% increase, beginning July 1, 2014.

This proposed agreement has been publicly posted and sent to the Monterey County Office of Education for review, pursuant to the requirements of AB 1200.

**FISCAL IMPACT:**

\$116,653 per year, ongoing.

**Pacific Grove Unified School District  
and  
California School Employees Association, Chapter 229**

**2013-14 Tentative Agreement**

The Pacific Grove Unified School District and the California School Employees Association ("CSEA") (collectively referred to as "the parties"), Chapter 229 agree to the following terms ("Agreement") and upon ratification by both parties, complete in entirety negotiations for the 2013-14 school year:

1. Compensation: The District shall provide a two year (2013/14 retroactive to July 1, 2013 and 2014/15) total compensation package which includes an increase of 2.50% equivalent to the salary schedule as follows:

2013-2014 = 2.50% (retroactive to July 1, 2013)

2014-2015 = 2.50%

2. Salary Schedule/Longevity Columns: Waiting further opinion from PERS, MCOE, and legal counsel, the parties agree to continue work on this item until an informed decision can be made.

3. The Master Contract Agreement between Pacific Grove Unified School District and CSEA Chapter 229 begins July 1, 2014 and ends June 30, 2017.

4. This Agreement must be ratified by the Governing Board and CSEA prior to becoming binding on the parties.

District:	Date	CSEA:	Date
<i>Frank Williams</i>	5/28/2014	<i>Rachel A. Mein</i>	5/28/2014
<i>Baird Martiney</i>	5/28/2014	<i>Julie M. J. Smith</i>	5/28/2014
<i>Billie Martiney</i>	5/28/2014	<i>Ruana Opus</i>	5/28/2014
<i>JM</i>	5/28/14	<i>Kelly A. Cook</i>	5/28/2014
<i>JDS</i>	5/28/14	<i>B Hill</i>	5/28/14
		<i>Christine M. Connean</i>	5/28/14
		<i>Nemethi Ruzend</i>	5/28/14
		<i>Stacy King</i>	5/28/14
		<i>[Signature]</i>	5/28/14



www.pgusd.org

Public Hearing

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT**  
435 Hillcrest Avenue Pacific Grove, CA 93950

**Ralph Gomez Porras**  
Superintendent  
(831) 646-6520  
Fax (831) 646-6500  
rporras@pgusd.org

**Rick Miller**  
Assistant Superintendent  
Business Services  
(831) 646-6509  
rmiller@pgusd.org

## **PUBLIC HEARING NOTICE**

In accordance with AB 1200 (Chapter 1213/1991), GC 3547.5 and CCR, Title V, Section 15449, the Pacific Grove Unified School District Governing Board will hold a public hearing on Thursday, August 21, 2014, regarding:

### **PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**

The hearing will be held during the special Board meeting, which begins at 7:00 p.m. in the Jessie Bray Board Room of the District Office, located at 435 Hillcrest Avenue in Pacific Grove.

Copies of the Collective Bargaining Agreement will be available for public viewing beginning August 6, 2014 through August 22, 2014. For more information, please contact Rick Miller, Assistant Superintendent for Business Services at 646-6509.

Posted: August 6, 2014

Monterey County  
**The Herald**

www.montereyherald.com

A Media News Group Newspaper

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Fax: 831-372-4225

Email: mhlegals@montereyherald.com

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Account No. 2141625

ATTN: ACCOUNTS PAYABLE

435 HILLCREST AVENUE

PACIFIC GROVE, CA 93950

Legal No. 0005259919

Public Hearing Notice

Total Cost: \$123.55

Ordered by: mfreitag@pgusd.org

**PROOF OF PUBLICATION**

STATE OF CALIFORNIA

County of Monterey

I am a citizen of the United States and a resident of the County aforesaid. I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of The Herald, a newspaper of general circulation, printed and published daily and Sunday in the City of Monterey, County of Monterey, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Monterey, State of California; that the notice, of which the annexed is a printed copy (set in type not smaller than 7 point), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

08/06/14

I certify (or declare), under penalty of perjury, that the foregoing is true and correct

Executed on 08/06/2014 at Monterey, California.



Signature

This space is reserved for the County Clerk's Filing Stamp  
Public Hearing

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Posted: August 6, 2014

**SUBJECT:** Approval of Resolution #948 Authorizing State Preschool Contract

**PERSON RESPONSIBLE:** Rick Miller, Assistant Superintendent for Business Services

---

**RECOMMENDATION:**

The District Administration recommends that the Board approve this Resolution which will allow the District to continue to offer the State Preschool Program for the 2014-15 school year, subject to ongoing review to verify that program expenses do not exceed State funding.

**BACKGROUND:**

For several years, the District has participated in the State Preschool Program, offering preschool opportunities to students whose families meet the income eligibility requirements. In order to continue participation in this program, the Board must approve this Resolution and authorize this contract.

**INFORMATION:**

The proposed contract will allow the District to offer a program to a maximum of 18.69 students for 172 days, with a reimbursable amount of \$32.67 per student per day.

**FISCAL IMPACT:**

The Maximum Reimbursable Amount (MRA) is \$105,000 in state funding.

## RESOLUTION 948

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2014–15.**

### RESOLUTION 948

BE IT RESOLVED that the Governing Board of Pacific Grove Unified School District

authorizes entering into local agreement number/s CSPP-3296 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Ralph Gomez Porras</u>	<u>Superintendent</u>	_____
<u>Rick Miller</u>	<u>Assistant Superintendent</u>	_____
_____	_____	_____

PASSED AND ADOPTED THIS 21<sup>st</sup> day of August, 2014, by the

Governing Board of Pacific Grove Unified School District of Monterey County,  
California.

I, John Thibeau, Clerk of the Governing Board of Pacific Grove Unified School District, of Monterey, County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's signature)

\_\_\_\_\_  
(Date)



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

Action/Discussion Item A

F.Y. 13 - 14

Amendment 02

DATE: July 01, 2013

CONTRACT NUMBER: CSPP-3296

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 27-6613-00-3

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

MDO Change

CONTRACTOR'S NAME: PACIFIC GROVE UNIFIED SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2013 designated as number CSPP-3296 and Amendment #01 (Increase (AB110)) shall be further amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be \$105,000.00. No change

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$32.67. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be 3,214.0. No change

Minimum Days of Operation (MDO) Requirement shall be amended by deleting reference to 169 and inserting 172 in place thereof.

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>			
BY (AUTHORIZED SIGNATURE) <i>Sueshil Chandra</i>		BY (AUTHORIZED SIGNATURE) <i>Jack White</i>			
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Jack White, Asst. Supt			
TITLE Contracts, Purchasing and Conference Services		ADDRESS 435 Hillcrest Ave., Pacific Grove, CA 93950-4900			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 105,000	(OPTIONAL USE) 0656 23038-6613	ITEM 30.10.010. 6110-196-0001	CHAPTER 20	STATUTE 2013	FISCAL YEAR 2013-2014
TOTAL AMOUNT ENCUMBERED TO DATE \$ 105,000	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER <i>[Signature]</i>		Regular Meeting of August 21, 2014 JUN - 5 2014			

**SUBJECT:** Approve Resolution #949 for the Gann Limits for 2013-14 and 2014-15

**PERSON RESPONSIBLE:** Rick Miller, Assistant Superintendent for Business Services

---

**RECOMMENDATION:**

The District Administration recommends that the Board approve Resolution #949 for the Gann Limit calculation.

**BACKGROUND:**

In 1979, the voters in California adopted Proposition 4, which added an amendment to the State Constitution regarding maximum appropriation limitations for public agencies. Each year, school districts in California are required to compute a final Gann Limit for the preceding fiscal year and to adopt an estimated appropriations limit for the current year. Although districts are required to compute their Gann Limits, legislation regarding Proposition 4 exempted school districts from the requirements of the limit, by allowing any increase in a school district's Gann Limit to be offset by a reduction in the State's limit.

**INFORMATION:**

This resolution summarizes the District's newly computed Gann Limit for 2013-14, and the estimated appropriation for 2014-15. As in prior years, the calculation is simply an adjustment of the prior year limit with inflation and ADA factors applied. The revised amount is then compared with the level of expenditures which are theoretically limited by the revised limit. In the 2013-14 year, District expenditures did not exceed the Gann Limit.

**FISCAL IMPACT:**

No fiscal impact.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

RESOLUTION #949

RESOLUTION FOR ADOPTING THE GANN LIMITS FOR 2013-14 and 2014-15

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII B to the California Constitution; and

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits", for public agencies, including school districts; and

WHEREAS, the District must establish a revised Gann Limit for the 2013-14 fiscal year and a projected Gann Limit for the 2014-15 fiscal year in accordance with the provisions of Article XIII B and applicable statutory law; and

WHEREAS, Government Code Section 7902.1 provides that the school districts may increase their Gann Limit under specified circumstances;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education does provide public notice that the calculations and documentation of the Gann limits for the 2013-14 and 2014-15 fiscal years were made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby provided public notice that the calculations and documentation do not include a need to increase the 2013-14 Gann Limit pursuant to the provisions of G. C. 7902.1;

AND BE IT FURTHER RESOLVED that the Superintendent does not, therefore, need to notify the Director of the State Department of Finance of a need to further increase the District's Gann Limit;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2013-14 and 2014-15 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent make available this resolution along with appropriate documents to interested citizens of this district.

PASSED AND ADOPTED by the Board of Education of Pacific Grove Unified School District this 21st day of August, 2014 by the following votes:

AYES:

NOES:

ABSENTS:

---

John Thibeau, Clerk of the Governing Board

	2013-14 Calculations			2014-15 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
<b>A. PRIOR YEAR DATA</b> (2012-13 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2012-13 Actual			2013-14 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	23,630,428.87		23,630,428.87			25,453,862.41
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	1,961.40		1,961.40			2,009.89
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2012-13			Adjustments to 2013-14		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
<b>B. CURRENT YEAR GANN ADA</b> (2013-14 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	2013-14 P2 Report			2014-15 P2 Estimate		
1. Total K-12 ADA (Form A, Line A6)	2,009.89		2,009.89	2,009.89		2,009.89
2. Total Charter Schools ADA (Form A, Line C4)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			2,009.89			2,009.89
<b>C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED TAXES AND SUBVENTIONS (Funds 01, 09, and 62)</b>	2013-14 Actual			2014-15 Budget		
1. Homeowners' Exemption (Object 8021)	120,614.14		120,614.14	127,517.00		127,517.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	19,055,007.20		19,055,007.20	20,084,225.00		20,084,225.00
5. Unsecured Roll Taxes (Object 8042)	740,745.94		740,745.94	801,849.00		801,849.00
6. Prior Years' Taxes (Object 8043)	259,551.04		259,551.04	459,789.00		459,789.00
7. Supplemental Taxes (Object 8044)	0.00		0.00	0.00		0.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	0.00		0.00	0.00		0.00
9. Penalties and Int. from Delinquent Taxes (Object 8048)	107,102.50		107,102.50	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (Obj. 8047 & 8625)	0.00		0.00	0.00		0.00
12. Parcel Taxes (Object 8621)	267,824.45		267,824.45	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-Revenue Limit Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)	(55,729.00)		(55,729.00)	(5,752.00)		(5,752.00)
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	20,495,116.27	0.00	20,495,116.27	21,467,628.00	0.00	21,467,628.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	20,495,116.27	0.00	20,495,116.27	21,467,628.00	0.00	21,467,628.00

	2013-14 Calculations			2014-15 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
<b>EXCLUDED APPROPRIATIONS</b>						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			465,115.09			427,696.00
<b>OTHER EXCLUSIONS</b>						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			465,115.09			427,696.00
<b>STATE AID RECEIVED (Funds 01, 09, and 62)</b>						
24. LCFF - CY (objects 8011 and 8012)	393,296.00		393,296.00	401,978.00		401,978.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	0.00		0.00	0.00		0.00
26. Class Size Reduction, Grades K-3 (Object 8434)	164.00		164.00			
27. TOTAL STATE AID RECEIVED (Lines C24 through C26)	393,460.00	0.00	393,460.00	401,978.00	0.00	401,978.00
<b>DATA FOR INTEREST CALCULATION</b>						
28. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	25,614,644.58		25,614,644.58	25,750,112.00		25,750,112.00
29. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	39,036.64		39,036.64	25,000.00		25,000.00
<b>APPROPRIATIONS LIMIT CALCULATIONS</b>						
<b>D. PRELIMINARY APPROPRIATIONS LIMIT</b>						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			23,630,428.87			25,453,862.41
2. Inflation Adjustment			1.0512			0.9977
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			1.0247			1.0000
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			25,453,862.41			25,395,318.53
<b>APPROPRIATIONS SUBJECT TO THE LIMIT</b>						
5. Local Revenues Excluding Interest (Line C18)			20,495,116.27			21,467,628.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C27 or less than zero)			241,186.80			241,186.80
b. Maximum State Aid in Local Limit (Lesser of Line C27 or Lines D4 minus D5 plus C23; but not less than zero)			393,460.00			401,978.00
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			393,460.00			401,978.00
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C29 divided by [Lines C28 minus C29] times [Lines D5 plus D6c])			31,882.72			21,253.17
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			20,526,998.99			21,488,881.17
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C27 or less than zero)			393,460.00			401,978.00
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			20,526,998.99			
b. State Subventions (Line D8)			393,460.00			
c. Less: Excluded Appropriations (Line C23)			465,115.09			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			20,455,343.90			



**SUBJECT:** Board Calendar/Future Meetings, August – December 2014

**PERSON(S) RESPONSIBLE:** Ralph Gómez Porras, Superintendent

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**RECOMMENDATION:**

The Board review and possibly modify the schedule of meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

**BACKGROUND:**

The Board has approved Bylaw 9320, which states that regular Board meetings be held on the first and third Thursday of each month, from August through June. At the annual organizational meeting held in December, Trustees approves the meeting calendar as presented. The calendar is reviewed at each Board meeting.

**INFORMATION:**

Changes to the Board meeting dates must be approved by a majority vote of the Trustees.

## Board Meeting Calendar, 2014/15 School Year

Aug. 21	<b>Regular Board Meeting</b> ✓ Student Enrollment Update ✓ Back to School dates ✓ Property tax report ✓ 2014-2015 Consolidated Application	District Office
Sept. 4	<b>Regular Board Meeting</b> ✓ Superintendent's Goals ✓ Board Goals – review/revise	Forest Grove (School Site Visit)
Sept. 18	<b>Regular Board Meeting</b> ✓ Unaudited Actual Report ✓ Budget Revision #1	Robert Down (School Site Visit)
Oct. 2	<b>Regular Board Meeting</b> ✓ Strategic Plan/LCAP Review Begins ✓ Bus Ridership	Middle School (School Site Visit)
Oct. 30	<b>Regular Board Meeting</b> ✓	Adult School (School site Visit)
Nov. 13	<b>Regular Board Meeting</b> ✓ Intent form due (to serve as Board President or Vice President) ✓ Set date for Annual Organizational meeting ✓ Review of Facilities Depreciation Schedule	High School (School Site Visit)
Dec. 4	<b>Organizational Meeting</b> ✓ Election of 2014/15 Board President and Clerk ✓ First Interim Report ✓ Budget Revision #2	District Office

**SUBJECT:** Review of Property Tax Revenue for 2013-14

**PERSON RESPONSIBLE:** Rick Miller, Assistant Superintendent for Business Services

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**RECOMMENDATION:**

The District Administration recommends that the Board review the attached information regarding receipts of Property Tax Revenue for 2013-14.

**BACKGROUND:**

Property Tax revenues are received throughout the year, with the largest portions being posted in the months of December (about 56%) and April (about 41%). The final 3% of Property Taxes are received in various amounts throughout the year.

From 1991-92 through 2008-09, the District experienced consistent growth in Property Tax Revenues, increasing by an average of 5.85% per year during that time. However, in 2008-09 the trend line for Property Tax Revenues turned downward, and resulted in decreases in revenues of -\$42,105 (-0.22%) in 2009-10 and -\$236,236 (-1.24%) in 2010-11. However, in 2011-12, Property Tax Revenue showed an increase of \$186,264 (0.99%) and in 2012-13 the increase in revenue was \$342,236 (1.80%).

**INFORMATION:**

Two questions regarding Property Taxes:

- 1) Did Property Taxes increase compared to the prior year?  
The good news is that property tax revenues did post an **increase of \$875,798** (up 4.51%) in 2013-14. This is the third year in a row that property taxes have shown an increase.
  
- 2) Did Property Taxes meet budgeted expectations?  
Actual receipts came in at \$20,283,021, which is **\$249,669 above** the original budgeted amount of \$20,033,352.

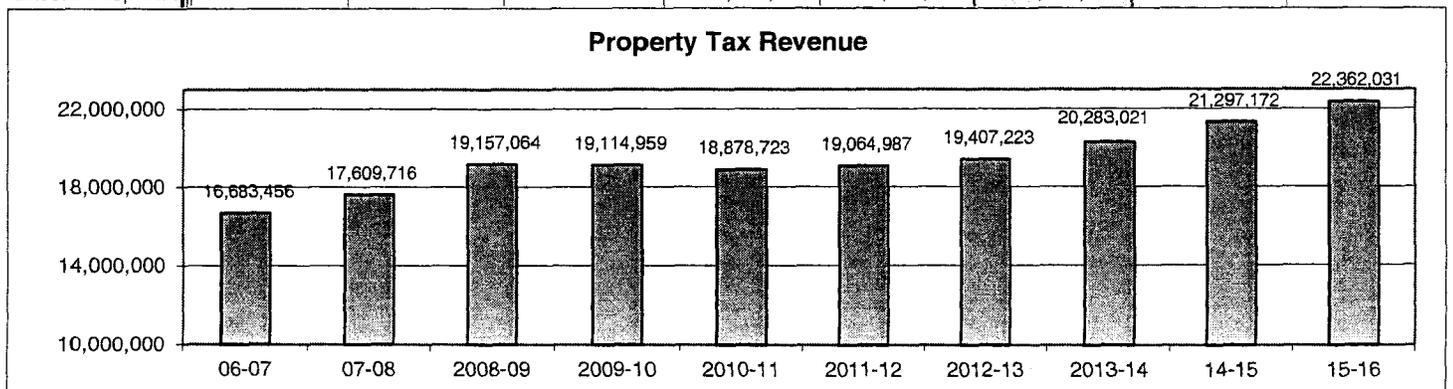
Please see the attached spreadsheets which show a history of Property Tax receipts, as well as projections for the current year (2014-15). We are budgeting for a 5.00% increase in property taxes in 2014-15.

**FISCAL IMPACT:**

There is no fiscal impact. This report is for review purposes only.

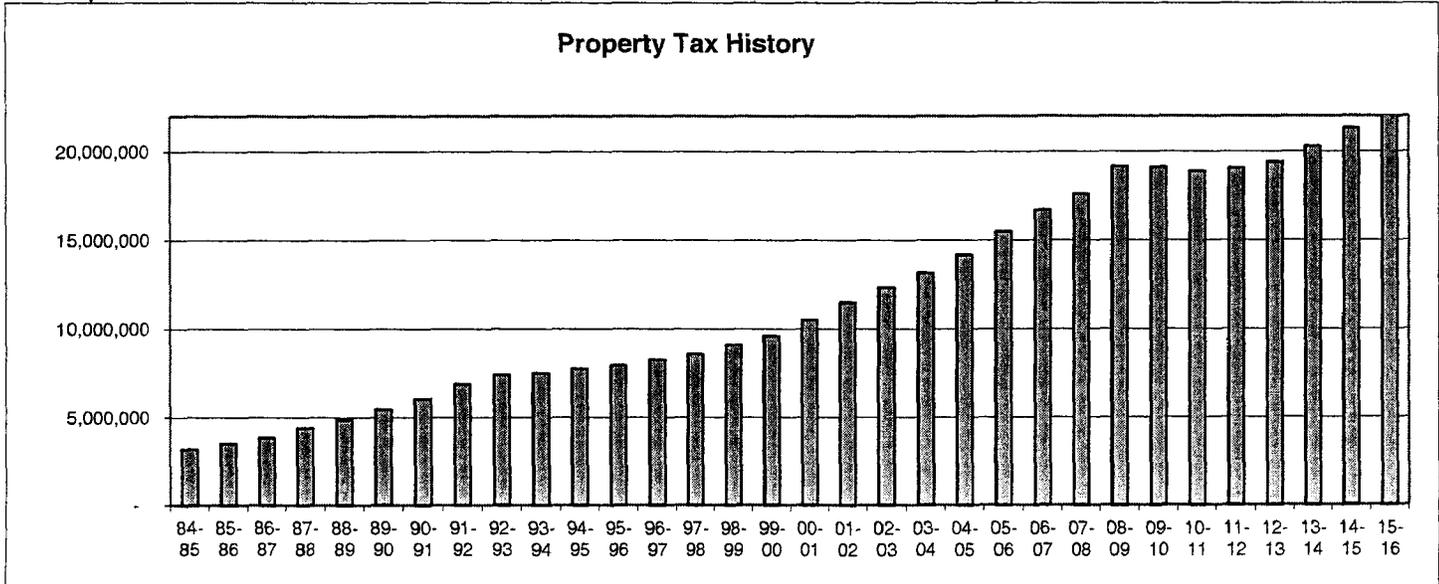
## Property Tax Revenue

	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16
	actual	actual	actual	actual	actual	act/budget	estimate	estimate
<b>July</b>	180,371			122,225	-	-	-	-
Year-to-Date	180,371	-	-	122,225	-	-	-	-
<b>August</b>		175,899	159,786		-	-	-	-
Year-to-Date	180,371	175,899	159,786	122,225	-	-	-	-
<b>September</b>	262,271	238,782	237,217	186,941	31,323	<b>73,572</b>	77,250	81,113
Year-to-Date	442,642	414,681	397,003	309,167	31,323	<b>73,572</b>	77,250	81,113
<b>October</b>					94,193	-	-	-
Year-to-Date	442,642	414,681	397,003	309,167	125,516	<b>73,572</b>	77,250	81,113
<b>November</b>	203,410		144,363	87,757	779,423	<b>759,221</b>	797,182	837,041
Year-to-Date	646,052	414,681	541,366	396,924	904,939	<b>832,793</b>	874,432	918,154
<b>December</b>	10,055,857	10,160,169	10,162,470	10,298,015	10,054,597	<b>10,552,240</b>	11,079,852	11,633,844
Year-to-Date	10,701,909	10,574,851	10,703,836	10,694,939	10,959,537	<b>11,385,033</b>	11,954,284	12,551,998
percent change		-1.19%	1.22%	-0.08%	2.47%	<b>3.88%</b>	5.00%	5.00%
<b>January</b>	288,065		311,742	235,324	162,549	<b>350,363</b>	367,882	386,276
Year-to-Date	10,989,973	10,574,851	11,015,578	10,930,263	11,122,086	<b>11,735,396</b>	12,322,166	12,938,274
percent change		-3.78%	4.17%	-0.77%	1.75%	<b>5.51%</b>	5.00%	5.00%
<b>February</b>	394,697	654,685	394,126	445,020	492,852	<b>512,416</b>	538,036	564,938
Year-to-Date	11,384,670	11,229,535	11,409,704	11,375,283	11,614,938	<b>12,247,812</b>	12,860,202	13,503,212
percent change		-1.36%	1.60%	-0.30%	2.11%	<b>5.45%</b>	5.00%	5.00%
<b>March</b>	312,206	263,506	320,773	404,979	375,214	<b>409,741</b>	430,228	451,739
Year-to-Date	11,696,876	11,493,042	11,730,477	11,780,263	11,990,152	<b>12,657,553</b>	13,290,430	13,954,952
percent change		-1.74%	2.07%	0.42%	1.78%	<b>5.57%</b>	5.00%	5.00%
<b>April</b>	7,004,255	7,113,982	6,683,790	6,686,251	6,941,147	<b>7,152,350</b>	7,509,967	7,885,466
Year-to-Date	18,701,131	18,607,024	18,414,267	18,466,514	18,931,299	<b>19,809,903</b>	20,800,398	21,840,418
percent change		-0.50%	-1.04%	0.28%	2.52%	<b>4.64%</b>	5.00%	5.00%
<b>May</b>	210,166	322,597	255,549	203,386	219,514	<b>253,210</b>	265,870	279,164
Year-to-Date	18,911,297	18,929,621	18,669,816	18,669,900	19,150,812	<b>20,063,112</b>	21,066,268	22,119,581
percent change		0.10%	-1.37%	0.00%	2.58%	<b>4.76%</b>	5.00%	5.00%
<b>June</b>	245,767	185,338	208,907	395,087	256,411	<b>219,909</b>	230,904	242,449
Year-to-Date	19,157,064	19,114,959	18,878,723	19,064,987	19,407,223	<b>20,283,021</b>	21,297,172	22,362,031
percent change		-0.22%	-1.24%	0.99%	1.80%	<b>4.51%</b>	5.00%	5.00%
<b>Total</b>	<b>19,157,064</b>	<b>19,114,959</b>	<b>18,878,723</b>	<b>19,064,987</b>	<b>19,407,223</b>	<b>20,283,021</b>	<b>21,297,172</b>	<b>22,362,031</b>
<b>Inc (Dec)</b>	<b>1,547,348</b>	<b>(42,105)</b>	<b>(236,236)</b>	<b>186,264</b>	<b>342,236</b>	<b>875,798</b>	<b>1,014,151</b>	<b>1,064,859</b>
Prop Tax Change	8.79%	-0.22%	-1.24%	0.99%	1.80%	<b>4.51%</b>	5.00%	5.00%
<b>AV</b>	4,046,836,757	4,072,592,073	3,969,517,234	4,023,644,675	4,113,459,805	4,209,600,918	4,483,290,964	-
AV Change %	5.19%	0.62%	-2.53%	1.32%	2.25%	3.78%	5.00%	0.00%
<b>Rev Limit line 24</b>				9,876,978	10,354,893	12,040,691		
Excess Prop Tax				9,188,009	9,052,330	8,242,330		



## Property Tax History

Year	HOX		Secured		Unsecured		Prior Year		Total	Increase	% Inc
84-85									3,210,800		
85-86									3,523,000	312,200	9.72%
86-87									3,860,500	337,500	9.58%
87-88									4,406,000	545,500	14.13%
88-89									4,869,400	463,400	10.52%
89-90									5,457,000	587,600	12.07%
90-91									6,034,000	577,000	10.57%
91-92	134,718		6,167,292		325,712		244,039		6,871,761	837,761	13.88%
92-93	131,958	-2.0%	6,649,732	7.8%	356,499	9.5%	261,683	7.2%	7,399,872	528,111	7.69%
93-94	125,646	-4.8%	6,653,476	0.1%	353,792	-0.8%	349,608	33.6%	7,482,522	82,650	1.12%
94-95	130,224	3.6%	6,960,118	4.6%	357,838	1.1%	289,150	-17.3%	7,737,330	254,808	3.41%
95-96	130,446	0.2%	7,128,213	2.4%	390,909	9.2%	273,823	-5.3%	7,923,391	186,061	2.40%
96-97	130,461	0.0%	7,409,924	4.0%	411,593	5.3%	287,108	4.9%	8,239,086	315,695	3.98%
97-98	131,415	0.7%	7,818,214	5.5%	434,891	5.7%	181,278	-36.9%	8,565,798	326,712	3.97%
98-99	134,929	2.7%	8,307,234	6.3%	440,253	1.2%	219,090	20.9%	9,101,506	535,708	6.25%
99-00	133,302	-1.2%	8,788,525	5.8%	479,414	8.9%	208,859	-4.7%	9,610,100	508,594	5.59%
00-01	134,735	1.1%	9,669,525	10.0%	496,411	3.5%	201,946	-3.3%	10,502,617	892,517	9.29%
01-02	132,572	-1.6%	10,606,292	9.7%	534,757	7.7%	212,070	5.0%	11,485,691	983,074	9.36%
02-03	123,167	-7.1%	11,439,124	7.9%	557,713	4.3%	215,981	1.8%	12,335,985	850,294	7.40%
03-04	113,172	-8.1%	12,253,118	7.1%	565,362	1.4%	233,270	8.0%	13,164,922	828,937	6.72%
04-05	104,842	-7.4%	13,269,424	8.3%	595,765	5.4%	212,226	-9.0%	14,182,257	1,017,335	7.73%
05-06	96,338	-8.1%	14,411,895	8.6%	629,229	5.6%	339,536	60.0%	15,476,998	1,294,741	9.13%
06-07	94,698	-1.7%	15,680,075	8.8%	663,386	5.4%	245,297	-27.8%	16,683,456	1,206,458	7.80%
07-08	97,833	3.3%	16,268,571	3.8%	672,762	1.4%	570,550	132.6%	17,609,716	926,260	5.55%
08-09	104,127	6.4%	17,213,342	5.8%	794,122	18.0%	1,045,473	83.2%	19,157,064	1,547,348	8.79%
09-10	112,443	8.0%	17,342,594	0.8%	711,607	-10.4%	948,315	-9.3%	19,114,959	(42,105)	-0.22%
10-11	119,114	5.9%	17,177,418	-1.0%	717,069	0.8%	865,122	-8.8%	18,878,723	(236,236)	-1.24%
11-12	118,109	-0.8%	17,268,519	0.5%	745,040	3.9%	933,319	7.9%	19,064,987	186,264	0.99%
12-13	120,229	1.8%	17,578,507	1.8%	758,414	1.8%	950,073	1.8%	19,407,223	342,236	1.80%
<b>13-14</b>	<b>125,655</b>	<b>4.5%</b>	<b>18,371,779</b>	<b>4.5%</b>	<b>792,640</b>	<b>4.5%</b>	<b>992,947</b>	<b>4.5%</b>	<b>20,283,021</b>	<b>875,798</b>	<b>4.51%</b>
14-15	131,938	5.0%	19,290,368	5.0%	832,271	5.0%	1,042,595	5.0%	21,297,172	1,014,151	5.00%
15-16	138,534	5.0%	20,254,887	5.0%	873,885	5.0%	1,094,724	5.0%	22,362,031	1,064,859	5.00%



**SUBJECT:** Review of District Enrollment Report for 2014-15

**PERSON RESPONSIBLE:** Rick Miller, Assistant Superintendent for Business Services

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**RECOMMENDATION:**

The District Administration recommends that the Board review the attached information regarding Enrollment for 2014-15.

**BACKGROUND:**

Following several years of declining enrollment, the District began experiencing enrollment growth in 2008-09. In 2008-09 enrollment increased by 33 students (2.0%), in 2009-10 enrollment increased by 53 students (3.1%), in 2010-11 enrollment increased by 60 students (3.4%), in 2011-12 enrollment increased by 113 students (6.2%), in 2012-13 enrollment increased by 130 students (6.7%). Then, in 2013-14 enrollment decreased for the first time in many years by 13 students (-0.6%).

**INFORMATION:**

Some enrollment observations as of August 13 (one week after opening of school):

- 1) Total District enrollment is 2,021, a decrease of 22 students (-1.1%) from last year at this time (last August).
- 2) Forest Grove has 460 students and Robert Down has 466, a difference of 6 students.
- 3) Forest Grove enrollment is 460, a decrease of 5 from the end of school (May).
- 4) Robert Down enrollment is 466, a decrease of 1 from the end of school (May).
- 5) Middle School enrollment is 472, a decrease of 13 from the end of school (May).
- 6) High School enrollment is 605, an increase of 36 from the end of school (May).
- 7) The new Transitional Kindergarten (TK) class at Forest Grove has 27 students.
- 8) The grade level with the highest class size is 3rd grade at Robert Down, with a class size ratio of 28.3. The next highest class size is 5<sup>th</sup> grade at Robert Down with 27.0.
- 9) The High School's graduating class is 133 students, the same as last year.

**FISCAL IMPACT:**

No fiscal impact, this report is for review purposes only.

## Enrollment - Monthly - 2014-15

	May	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	15-16
<b>Forest Grove</b>													
TK 1.00	24	28	27										
(Klevan)	24.0	28.0	27.0	-	-	-	-	-	-	-	-	-	-
K 3.00	69	65	80										
sped=0	23.0	21.7	26.7	-	-	-	-	-	-	-	-	-	-
1 3.00	66	57	61										
sped=3	22.0	19.0	20.3	-	-	-	-	-	-	-	-	-	-
2 3.00	68	56	67										
sped=0	22.7	18.7	22.3	-	-	-	-	-	-	-	-	-	-
3 3.00	73	65	68										
sped=2	24.3	21.7	22.7	-	-	-	-	-	-	-	-	-	-
4 3.00	87	66	69										
sped=4	29.0	22.0	23.0	-	-	-	-	-	-	-	-	-	-
5 3.00	68	75	76										
sped=3	22.7	25.0	25.3	-	-	-	-	-	-	-	-	-	-
SE 325 2.00	10	12	12										
<b>Total 21.00</b>	<b>465</b>	<b>424</b>	<b>460</b>	-	-	-	-	-	-	-	-	-	-
<b>Class Size Ratio</b>	<b>22.8</b>	<b>21.7</b>	<b>21.9</b>	-	-	-	-	-	-	-	-	-	-
<b>Robert Down</b>													
K 3.00	72	73	76										
	24.0	24.3	25.3	-	-	-	-	-	-	-	-	-	-
1 4.00	88	74	72										
	22.0	18.5	18.0	-	-	-	-	-	-	-	-	-	-
2 4.00	82	81	80										
	20.5	20.3	20.0	-	-	-	-	-	-	-	-	-	-
3 3.00	71	80	85										
	23.7	26.7	28.3	-	-	-	-	-	-	-	-	-	-
4 3.00	83	71	72										
	27.7	23.7	24.0	-	-	-	-	-	-	-	-	-	-
5 3.00	71	78	81										
	23.7	26.0	27.0	-	-	-	-	-	-	-	-	-	-
<b>Total 20.00</b>	<b>467</b>	<b>457</b>	<b>466</b>	-	-	-	-	-	-	-	-	-	-
<b>Class Size Ratio</b>	<b>23.4</b>	<b>22.9</b>	<b>23.3</b>	-	-	-	-	-	-	-	-	-	-
<b>Middle School</b>													
6	175	138	152										
7	156	162	164										
8	154	148	156										
<b>Total 25.20</b>	<b>485</b>	<b>448</b>	<b>472</b>	-	-	-	-	-	-	-	-	-	-
<b>Class Size Ratio</b>	<b>19.2</b>	<b>17.8</b>	<b>18.7</b>	-	-	-	-	-	-	-	-	-	-
<b>High School</b>													
9	147	156	164										
10	154	148	151										
11	135	157	157										
12	133	132	133										
<b>Total 31.20</b>	<b>569</b>	<b>593</b>	<b>605</b>	-	-	-	-	-	-	-	-	-	-
<b>Class Size Ratio</b>	<b>18.2</b>	<b>19.0</b>	<b>19.4</b>	-	-	-	-	-	-	-	-	-	-
<b>Community High School</b>													
<b>Total CHS</b>	<b>23</b>	<b>17</b>	<b>18</b>										
<b>Total District</b>	<b>2,009</b>	<b>1,939</b>	<b>2,021</b>	-	-	-	-	-	-	-	-	-	-
<b>13-14 Prior Yr</b>	x	2,038	2,043	2,049	2,058	2,055	2,034	2,037	2,028	2,017	2,011	2,012	
<b>Change</b>	x	(99)	(22)	(2,049)	(2,058)	(2,055)	(2,034)	(2,037)	(2,028)	(2,017)	(2,011)	(2,012)	

**SUBJECT:** Future Agenda Items

**PERSON(S) RESPONSIBLE:** Ralph Gómez Porras, Superintendent

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**RECOMMENDATION:**

The Board review the list of items, and direct Administration to add items to the list and/or schedule items for a particular agenda.

**BACKGROUND:**

Board Bylaw 9322 states in part that “Any member of the public or any Board member may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request [from a member of the public] must be .... submitted to the Superintendent or designee with supporting documents and information ...”

**INFORMATION:**

Board members have the opportunity at the end of Open Session in a Regular Board meeting to request that items be added to the list for a future meeting. Depending upon the timeliness of the item, it may also be assigned a particular meeting date.

The following is a list of future agenda items as of the August 21, 2014 Regular Board Meeting:

- Elementary School Reconfiguration (October 30)
- Pebble Beach Housing discussion (pending county consideration)
- PSAT Fund discussion (September 4)
- Salary Schedule for Substitutes (October 2)