

**\*\*\*GOVERNOR'S EXECUTIVE ORDER N-25-20\*\*\*  
\*\*RE CORONAVIRUS COVID-19\*\***

**THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER WHICH SUSPENDS CERTAIN REQUIREMENTS OF THE RALPH M. BROWN ACT.**

**MEMBERS OF THE PUBLIC MAY PARTICIPATE REMOTELY AT THE OCTOBER 1, 2020 MEETING VIA LIVESTREAM. THE LINK(S) WILL BE PROVIDE 24 HOURS PRIOR TO THE MEETING. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA WILL BE TAKEN VIA LIVESTREAM AT THE TIME INDICATED ON THE AGENDA. PUBLIC COMMENT ON SPECIFIC ITEMS ON THE AGENDA WILL BE TAKEN DURING THE TIME THAT ITEM IS DISCUSSED.**

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

Trustees  
*Debbie Crandell, President*  
*Cristy Dawson, Clerk*  
*John Paff*  
*Brian Swanson*  
*Jon Walton*  
*Gabriella Giraldo*

**DATE:** Thursday, October 1, 2020

**TIME:** 5:30 p.m. Closed Session  
6:30 p.m. Open Session

**LOCATION: VIRTUAL MEETING**  
Join Zoom Meeting  
<https://pgusd.zoom.us/j/86299035672?pwd=c21tMEZUdjdkenorRmd6enozejB6UT09>  
Meeting ID: 862 9903 5672  
Passcode: 248141

Pacific Grove Unified School District Office  
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

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

Trustees: Crandell \_\_\_ Dawson \_\_\_ Paff \_\_\_ Swanson \_\_\_ Walton \_\_\_

### **II. CLOSED SESSION**

- A. Identify Closed Session Topics

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

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2020-21 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman, Song Chin-Bendib and Ralph Gómez Porras, for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2020-21 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Song Chin-Bendib and Ralph Gómez Porras for the purpose of giving direction and updates.

### **III. RECONVENE IN OPEN SESSION**

- A. Report action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2020-21 [Government Code § 3549.1 (d)]
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2020-21 [Government Code § 3549.1 (d)]

- B. Pledge of Allegiance

### **IV. COMMUNICATIONS**

- A. Written Communication
- B. Board Member Comments
- C. Superintendent Report
- D. PGUSD Staff Comments (Non Agenda Items)

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

*Public comment on any item of interest to the public that is within the Board's jurisdiction will be heard. The Board 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.*

VI. **CONSENT AGENDA**

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

- A. Minutes of September 15, 2020 Special Board Meeting 6  
Recommendation: (Ralph Gómez Porrás, Superintendent) Approval of minutes as presented.
- B. Minutes of September 17, 2020 Board Meeting 8  
Recommendation: (Ralph Gómez Porrás, Superintendent) Approval of minutes as presented.
- C. Minutes of September 24, 2020 Board Meeting 13  
Recommendation: (Ralph Gómez Porrás, Superintendent) Approval of minutes as presented.
- D. Contract for Services with Psyched Services for Board Certified Behavior Analyst 16  
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve a contract for services with Psyched Services to provide Board Certified Behavior Analyst (BCBA) services.

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

Trustees: Crandell \_\_\_ Dawson \_\_\_ Paff \_\_\_ Swanson \_\_\_ Walton \_\_\_

VII. **ACTION/DISCUSSION**

- A. Operational and Academic Reopening Plans 19  
Recommendation: (Ralph Gómez Porrás, Superintendent) The Administration recommends that the Board review the current COVID Academic and Operational Re-Opening plans and, based on the current Monterey County Department of Health data, discussion with staff and the community, take action to make any necessary revisions. The plans have been posted on the district website and shared via regular updates. The state tier assignment for Monterey County, as of September 24, 2020 remains in the purple tier.

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

Trustees: Crandell \_\_\_ Dawson \_\_\_ Paff \_\_\_ Swanson \_\_\_ Walton \_\_\_

- B. Restricting Facilities Use Permits to Limit the Spread of Coronavirus 20  
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve restricting facilities use permits throughout the District to limit the spread of coronavirus.

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

Trustees: Crandell \_\_\_ Dawson \_\_\_ Paff \_\_\_ Swanson \_\_\_ Walton \_\_\_

- C. Resolution No. 1062 Proclaiming Week of the School Administrator 21  
Recommendation: (Billie Mankey, Director II of Human Resources ) The Administration recommends that the Board review and adopt Resolution No. 1062, acknowledging Education Code 44015.1 and proclaiming the second full week in October as “Week of the School Administrator” this year being observed October 12-16, 2020.

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

Trustees: Crandell \_\_\_ Dawson \_\_\_ Paff \_\_\_ Swanson \_\_\_ Walton \_\_\_

- D. Approval of Actuarial Study of Retiree Health Liabilities Under GASB 74/75 23  
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board review and approve the actuarial study of retiree health liabilities under GASB 74/75.

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

Trustees: Crandell \_\_\_ Dawson \_\_\_ Paff \_\_\_ Swanson \_\_\_ Walton \_\_\_

- E. Approval of Memorandum of Understanding with the Monterey County Superintendent of Schools 57 and Pacific Grove Unified School District (Quality Rating & Improvement System (QRIS) Program) Pacific Grove Adult Education Licensed Childcare Facility  
Recommendation: (Barbara Martinez, Adult School Principal) The District Administration recommends that the Board review and approve the Memorandum of Understanding between the Pacific Grove Unified School District and the Monterey County Superintendent of Schools. (Quality Rating & Improvement System (QRIS) Program) for Pacific Grove Adult Education Child Development Center (Fund 11).

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

Trustees: Crandell \_\_\_ Dawson \_\_\_ Paff \_\_\_ Swanson \_\_\_ Walton \_\_\_

F. Approval of Memorandum of Understanding with the Monterey County Superintendent of Schools and Pacific Grove Unified School District (Quality Rating & Improvement System (QRIS) Program) State Preschool 68

Recommendation: (Barbara Martinez, Adult School Principal) The District Administration recommends that the board review and approve the memorandum of Understanding between the Pacific Grove Unified School District and the Monterey County Superintendent of Schools. (Quality Rating & Improvement System (QRIS) Program for Pacific Grove Unified School District State Preschool.

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

Trustees: Crandell \_\_\_ Dawson \_\_\_ Paff \_\_\_ Swanson \_\_\_ Walton \_\_\_

G. Board Calendar/Future Meetings 79

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

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

Trustees: Crandell \_\_\_ Dawson \_\_\_ Paff \_\_\_ Swanson \_\_\_ Walton \_\_\_

**VIII. INFORMATION/DISCUSSION**

A. Future Agenda Items 82

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

- A member of the public requested Dual Language Elementary Program (TBD)
- Board requested teacher housing (TBD)
- A member of the public requested SELPA present on Special Education (Fall 2020)
- Board requested utility bills costs (electric and water) by school site (2020-21)

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

**IX. ADJOURNMENT**

Next regular Board meeting: October 22, 2020 – District Office

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION  
Minutes of Special Meeting of September 15, 2020 – VIRTUAL

**I. OPENED BUSINESS**

- A. Called to Order 6:00 p.m.
- B. Roll Call
  - President: Trustee Crandell
  - Clerk: Trustee Dawson- arrived late
  - Trustees Present: Trustee Paff
  - Trustee Swanson
  - Absent: Trustee Walton
  - Administration Present: Superintendent Porras
  - Asst. Superintendent Chin-Bendib
  - Board Recorder: Mandi Ackerman
- C. Adopted Agenda

**MOTION Paff/Swanson to adopt the agenda as presented.**  
**Public comment: none**  
**Motion CARRIED by roll call vote 3 – 0**

- D. Pledge of Allegiance Led By: Trustee Crandell

**II. ACTION/DISCUSSION**

- A. Resolution #1060 Opposing Rescission of the Pacific Grove Moratorium on Marijuana Sale and Distribution

The Board discussed this item and asked questions. The Board directed administration to remove two paragraphs from the Resolution, and correct several typos.

**Public comment:**  
Robert Down Elementary School Principal Sean Keller spoke about his experience at Pacific Grove High School, with 18 years as a teacher, coach, director and administrator. Principal Keller noted the number one issue for discipline was marijuana use; expressed concerns; shared personal story of a high school parent struggling with his teen who used drugs.

Parent Steve Thomas spoke in support of the resolution; noted the only location for a dispensary would likely be downtown Pacific Grove; said other cities are careful where to place a dispensary; said Pacific Grove is a small town; noted the process is being rushed through by City Council.

Parent Ms. Kim thanked the Board for the resolution; expressed concerns including location, that a dispensary should not be near schools; noted the youth and most vulnerable must be protected.

Parent Wendy Giles thanked the Board, supported the resolution; appreciated the personal stories; said a dispensary does not fit the Pacific Grove community; thanked the Board for holding this meeting.

Property owner and Pacific Grove resident Patrick spoke in favor of the dispensary; noted dispensaries are highly regulated; understood the concerns; noted it is important to keep students safe and that families and schools can teach students to make good decisions; said this decision should be managed as a community.

**MOTION Swanson/Crandell to approve Resolution #1060 Opposing Rescission of the Pacific Grove Moratorium on Marijuana Sale and Distribution, with suggested changes to remove two paragraphs as noted on page 3.  
Motion CARRIED by roll call vote 4 – 0**

**III. ADJOURNED**

6:40 p.m.

Approved and submitted:

\_\_\_\_\_  
Dr. Ralph Gómez Porras  
Secretary to the Board

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION  
Minutes of Regular Meeting of September 17, 2020 – VIRTUAL

**I. OPENED BUSINESS**

- A. Called to Order 6:30 p.m.
- B. Roll Call
  - President: Trustee Crandell
  - Clerk Absent: Trustee Dawson
  - Trustees Present: Trustee Paff  
Trustee Swanson  
Trustee Walton
  - Administration Present: Superintendent Porras  
Asst. Superintendent Chin-Bendib
  - Board Recorder: Mandi Ackerman
  - Student Board Member: Gabriella Giraldo

C. Adopted Agenda

**MOTION Paff/Swanson to adopt agenda as presented.**  
**Public comment: none**  
**Motion CARRIED by roll call vote 4 – 0**

- D. Pledge of Allegiance Led By: Trustee Crandell

**II. COMMUNICATIONS**

A. Written Communication

The Board received emails regarding the City Council cannabis dispensary, and distance learning.

Superintendent Porras noted the Monterey County Office of Education approved the District 2020-21 budget.

B. Board Member Comments

Trustee Crandell attended the City Council meeting on September 16; thanked everyone who attended and opposed the cannabis dispensary; said she was disappointed with the approval; thanked Trustee Paff for recommending the resolution to oppose the dispensary.

Trustee Swanson thanked Trustee Crandell and Superintendent Porras for speaking at the City Council meeting; said the outcome was disappointing; noted he was taking the Board meeting from a District Chromebook and it is working fine.

Trustee Walton thanked Community High School Teachers Brad Woodyard and Sheri Deeter for inviting him to speak to the students about technology.



C. Superintendent Report

Superintendent Porras thanked everyone who took action to oppose the cannabis dispensary; said the District did all it could do; noted the City Council acknowledged the District; said the District requested to have a representative on the committee; thanked all who spoke against. Superintendent Porras noted he has been visiting virtual classrooms and he has been overwhelmed by the quality instruction; said teachers are doing an amazing job; noted the students are engaged; and thanked the teachers.

D. PGUSD Staff Comments (Non Agenda Items)

Adult School Principal Barbara Martinez noted the Adult School fall classes start on Monday and invited everyone to enroll.

Forest Grove Elementary School Teacher Mary Quindimil spoke about a rumor that a waiver was submitted by the District to the County Health Department but that the reason it was not successful was because of the teacher's union. Quindimil noted that rumor is not true; appreciated the Superintendent and Board; appreciated the messages being sent to families by the District.

Pacific Grove Teachers Association President Shannon McCarty also spoke about the rumor, noting the teachers are not attempting to block students from returning to school; said the priority is teacher and student safety; noted teachers are working harder than ever; asked that families in the community rely on the District messages for information.

Technology Systems Coordinator Jonathan Mejia acknowledged the tech support team; said help tickets are available, and the team is doing their best for students, staff and parents.

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

None.

#### IV. CONSENT AGENDA

- A. Minutes of September 3, 2020 Board Meeting
- B. Certificated Assignment Order #4
- C. Classified Assignment Order #4
- D. Acceptance of Donations
- E. Warrant Schedules No. 623
- F. Quarterly Report on Williams Uniform Complaints
- G. Updates to Board Regulations 5121 Grades/Evaluation of Student Achievement and 5121.1 Grades/Evaluation of Student Achievement at the High School

Trustee Paff noted that while on the Board he has not seen a Williams Uniform Complaint and was grateful.

Trustee Swanson asked Assistant Superintendent Chin-Bendib for a brief explanation of Warrants. Assistant Superintendent Chin-Bendib provided a brief summary.

**MOTION Paff/Swanson to approve consent agenda as presented.**

**Public comment: none**

**Motion CARRIED by roll call vote 4 – 0**

**MOTION Crandell/Swanson to authorize Trustee Paff as Clerk of the Board for the meeting in Trustee Dawson's absence.**

**Public comment: none**

**Motion CARRIED by roll call vote 4 – 0**

#### V. PUBLIC HEARING

Public Hearing of the Learning Continuity and Attendance Plan

Director of Curriculum and Special Projects Anil Silva presented information to the Board. Director of Student Services Clare Davies and Nutrition Director Stephanie Lip also presented information to the Board. The Board discussed this item and asked questions.

Open Public Hearing 6:58 p.m. Close Public Hearing 7:38 p.m.

**Public comment: none**

#### VI. ACTION/DISCUSSION

- A. Approve Resolution No. 1057 for the Gann Limits for 2019-20 and 2020-21

**MOTION Crandell/Paff to approve the Resolution No. 1057 for the Gann Limits for 2019-20 and 2020-21.**

**Public comment: none**

**Motion CARRIED by roll call vote 4 – 0**

B. Approval of Resolution #1059 Authorizing State Preschool Contract

The Board discussed this item and asked questions. Assistant Superintendent Chin-Bendib and Principal Martinez answered questions from the Board.

**MOTION Paff/Swanson to approve Resolution No. 1059 Authorizing the State Preschool Contract.**

**Public comment: none**

**Motion CARRIED by roll call vote 4 – 0**

C. Approval of Resolution #1061 Distance Learning Staff Appreciation and Acknowledgement

Trustee Crandell presented information to the Board. The Board expressed their appreciation to staff during this difficult time.

**Public comment:**

Pacific Grove High School Leadership Teacher Larry Haggquist thanked the Board for recognizing the teachers, and for setting a great example; noted teachers are doing this for the students; appreciated that the Board has offered to visit classes.

**MOTION Crandell/Swanson to approve Resolution #1061 Distance Learning Staff Appreciation and Acknowledgement.**

**Motion CARRIED by roll call vote 4 – 0**

D. Memorandum of Understanding between Pacific Grove Unified School District and Monterey Bay Charter School

Director of Education Technology Matthew Binder and Technology Systems Coordinator Jonathan Mejia presented information to the Board and addressed questions by the Board. The Board discussed this item.

Trustee Walton expressed concerns that other local districts were not offered the opportunity to the devices, and that the decision was made before taking it to the Board.

**MOTION Swanson/Crandell to approve the Memorandum of Understanding between Pacific Grove Unified School District and Monterey Bay Charter School.**

**Public comment: none**

**Motion CARRIED by roll call vote 3 – 1**

E. Microsoft CAMSA Licenses with Softchoice

Technology Systems Coordinator Jonathan Mejia presented information to the Board.

**MOTION Crandell/Swanson to approve the Microsoft CAMSA Licenses with Softchoice.**

**Public comment: none**

**Motion CARRIED by roll call vote 4 – 0**

F. Board Calendar/Future Meetings

**No Action Taken.**

**VII. INFORMATION/DISCUSSION**

**A. District Update on Response to COVID-19**

Superintendent Porras spoke about the recent family/staff update; waivers, noting the District has not applied for a waiver; noted COVID cases in the area are on the rise again; said the staff have no impact on the decision, it is based on data per the County Health Department and the state; recommended the Board review the operational and academic plans for reopening at the October 1, 2020 Board meeting.

**Public comment: none**

**B. Student Resource Center at Pacific Grove High School**

Pacific Grove High School Principal Lito Garcia noted the District is still in the planning stages. The Board discussed and asked questions. Jayla Ellis spoke briefly about funding for the center.

**Public comment: none**

**C. Future Agenda Items**

- Facilities use restrictions guidelines during COVID-19 (Oct 1)
- A member of the public requested Dual Language Elementary Program (TBD)
- Board requested teacher housing (TBD)
- Board requested review of current District committees (Will be addressed through District Newsletter/Update)
- A member of the public requested SELPA present on Special Education (Fall 2020)
- Board requested utility bills costs (electric and water) by school site (2020-21)

The Board discussed these items; Directed Administration to review the Board calendar items.

**VIII. ADJOURNED**

8:48 p.m.

Approved and submitted:

\_\_\_\_\_

Dr. Ralph Gómez Porras  
Secretary to the Board

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION  
Minutes of Regular Meeting of September 24, 2020 – VIRTUAL

**I. OPENED BUSINESS**

- A. Called to Order 5:31 p.m.
- B. Roll Call
  - President: Trustee Crandell
  - Clerk Absent: Trustee Dawson
  - Trustees Present: Trustee Paff  
Trustee Swanson
  - Closed Session Only: Trustee Walton
  - Administration Present: Superintendent Porras  
Asst. Superintendent Chin-Bendib
  - Board Recorder: Mandi Ackerman
  - Student Board Member: Gabriella Giraldo

C. Adopted Agenda

**MOTION Swanson/Dawson to adopt agenda as presented.**

**Public comment: none**

**Motion CARRIED by roll call vote 4 - 0**

**II. CLOSED SESSION**

A. Identified Closed Session Topics

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2020-21 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman, Song Chin-Bendib and Ralph Gómez Porras, for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2020-21 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Song Chin-Bendib and Ralph Gómez Porras for the purpose of giving direction and updates.

B. Public comment on Closed Session Topics

None.

C. Adjourned to Closed Session 5:33 p.m.

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

A. Reported action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2020-21 [Government Code § 3549.1 (d)]

The Board discussed this item and gave direction to Administration.

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2020-21 [Government Code § 3549.1 (d)]

The Board discussed this item and gave direction to Administration.

- B. Pledge of Allegiance Led By: Trustee Crandell

#### IV. COMMUNICATIONS

- A. Written Communication

The Board received written communication including emails regarding Distance Learning, including concerns; and a read-a-thon.

- B. Board Member Comments

All Trustees had no comments.

Pacific Grove High School Student Representative Gabriella Giraldo noted the recent virtual club rush was a success; noted she is part of a small committee welcoming new students and helping them feel involved during this challenging time.

- C. Superintendent Report

Superintendent Porras noted the District continues to work on Distance Learning, making improvements and responding to parents in a timely manner; said he is looking forward to the October 1 Board meeting to discuss the District’s reopening plans.

- D. PGUSD Staff Comments (Non Agenda Items)

None.

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

Parent Ms. Kim thanked the District for the work on Distance Learning; encouraged the District to allow reimaging of Chromebooks for families that would like to purchase a personal Chromebook.

#### VI. ACTION/DISCUSSION

- A. Approval of the Learning Continuity and Attendance Plan

Director of Curriculum and Special Projects Anil Silva provided a brief summary of the plan, and answered public comment questions.

**Public comment:**

Parent Carolyn Swanson asked when the plan is due; asked for clarification regarding the plan noting ‘live’ tech support; asked what is the timeline of the document; referenced staffing issues in summer school and asked why those were not noted in the plan; noted another district plan listed the parent engagement dates for each site and suggested the plan reflect the same.

Questions were addressed by Administration.

Parent Ms. Kim asked how parents were informed of the plan; asked if a Board Meeting Snapshot would be sent tomorrow; asked if Youtube and other free software are included in curriculum; thanked Assistant Superintendent Chin-Bendib and the Board for keeping the District fiscally strong; asked about purchasing a personal Chromebook; asked about new Chromebook fleet.

Questions were addressed by Administration.

Parent Katrina McFarland said a survey to parents and students is imperative to collect feedback on Distance Learning, particularly for the high school.

Superintendent Porras noted surveys would be coming soon.

**MOTION Swanson/Dawson to approve the Learning Continuity and Attendance Plan.**

**Public comment: none**

**Motion CARRIED by roll call vote 4 – 0**

**VII. ADJOURNED**

7:12 p.m.

Approved and submitted:

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Dr. Ralph Gómez Porras  
Secretary to the Board

- Consent
- Information/Discussion
- Action/Discussion

**SUBJECT:** Contract for Services with Psyched Services for Board Certified Behavior Analyst

**DATE:** October 1, 2020

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

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**RECOMMENDATION:**

The District Administration recommends the Board review and approve a contract for services with Psyched Services to provide Board Certified Behavior Analyst (BCBA) services.

**BACKGROUND:**

The BCBA will provide support to students, school staff and families by coordinating and providing services in Applied Behavior Analysis, functional behavioral analyses and assessment, to include behavior acquisition and reduction procedures via the development of a Behavior Support Plan. A BCBA will also provide ongoing support and consultation as it relates to the implementation and documentation associated with Behavior Support Plans.

**INFORMATION:**

Some students manifest behaviors associated with their disability that intrude upon their ability to fully access their education and may intrude upon the learning of others. Larger school districts are able to employ a BCBA as a member of the special education team. For a district such as PGUSD, contracting with a BCBA, as the need arises, is most practical. The need for BCBA services for an individual student is determined by the student’s IEP Team.

**FISCAL IMPACT:**

The cost of up to \$5,000 to be paid by the Restricted Mental Health funds.



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

**Psyched Services** for services rendered as specified below.

- 1. **Scope of Service:**  
To provide Board Certified Behavior Analyst (BCBA) services to include Functional Behavior Assessments classroom and parent consultation and recommendations.
- 2. **Expected outcome(s)**  
Psyched School Psychologist with a BCBA will conduct Functional Behavior Assessments, attend IEP meetings to present a comprehensive and legally compliant report including recommendations for behavioral supports for students as determined by their IEP Teams.
- 3. **Dates of Service:**  
October, 2020-June 2021
- 4. **Financial Arrangements:**  
Up to \$15,000  
School Funding Source: 01- 6512- 0- 5001- 3140- 5800- 00- 000- 2350- 0740  
State mental health restricted funds for students on IEPs

Consultant: Psyched Services

Address: Airport Blvd. Suite 400, Burlingame, CA 94010

Signed \_\_\_\_\_ Date \_\_\_\_\_

District Employee       Independent Consultant \*

Signed \_\_\_\_\_ Date \_\_\_\_\_

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 \_\_\_\_\_ Date \_\_\_\_\_

Director of Human Resources

Signed \_\_\_\_\_ Date \_\_\_\_\_

Asst. Supt./Supt.

**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 applies 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) **X** 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

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

**SUBJECT:** Academic and Operations Re-Opening Plans

**DATE:** October 1, 2020

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

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**INFORMATION:**

The Administration recommends that the Board review the current COVID Academic and Operational Re-Opening plans and, based on the current Monterey County Department of Health data, discussion with staff and the community, take action to make any necessary revisions. The plans have been posted on the district website and shared via regular updates. The state tier assignment for Monterey County, as of September 24, 2020 remains in the purple tier.

- Consent  
 Action/Discussion  
 Information/Discussion  
 Public Hearing

**SUBJECT:** Restricting Facilities Use Permits to Limit the Spread of Coronavirus

**DATE:** October 1, 2020

**PERSON(S) RESPONSIBLE:** Matt Kelly, Director, Facilities & Transportation

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**RECOMMENDATION:**

The District Administration recommends the Board review and approve restricting facilities use permits throughout the District to limit the spread of coronavirus.

**BACKGROUND:**

On September 3, 2020, Resolution 1058 was passed by the Board of Trustees, giving the authority to restrict non-school rental of district facilities temporarily. The resolution does not explicitly permit suspension of use. However, it does provide the Board with the right to reasonably regulate the use, so the Board requested staff present a recommendation to discuss facilities rentals during the coronavirus pandemic.

**INFORMATION:**

The recommendation to restrict all facilities use was decided during multiple management meetings, where we evaluated the pros and cons. Fundraising and social-emotional health were among the pros. Localized outbreaks and delaying the start of school were some of the cons. The health of our community, staff, and students necessitated distance learning. Teachers and parents have invested numerous hours into their student's distance learning, and we are beginning to see the benefit of this hard work. As of this writing, Pacific Grove has 40 confirmed coronavirus cases in the 93950 area code. This number results from a community that has taken the pandemic seriously and followed the state's guidelines, prioritizing health over everything else.

As educators who advocate for the total health of the District and community's parents and students, arriving at this recommendation was extremely difficult. Our goal, however, is to get students back to the classroom for in-person learning as quickly and safely as possible. By opening the facilities for small group activities, we are jeopardizing this goal and increasing the risk of a local breakout.

**FISCAL IMPACT:**

Loss of facilities use rental fees of \$21,000 based on 2019-2020 receipts.

Time Frame – To Be Determined

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

**SUBJECT:** Resolution No. 1062 Proclaiming “Week of the School Administrator”

**DATE:** October 1, 2020

**PERSON RESPONSIBLE:** Billie Mankey, Director II, Human Resource

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**RECOMMENDATION:**

The Administration recommends that the Board review and adopt Resolution No. 1062, acknowledging Education Code 44015.1 and proclaiming the second full week in October as “Week of the School Administrator” this year being observed October 12-16, 2020

**BACKGROUND:**

The term, “school administrator” is a broad term used to define many education leadership posts, which include superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders. School administrators who began their careers as teachers and those from other fields have demonstrated dedication in their efforts to effectively lead public education and improve student achievement.

**INFORMATION/DESCRIPTION:**

In observance of the importance of educational leadership, CA Education Code 44015.1 proclaims the week of October 12-16, 2020 as “Week of the School Administrator.”

Pacific Grove Unified School District Board  
of Education

**Resolution 1062**

**“WEEK OF THE SCHOOL ADMINISTRATOR”**

**WHEREAS**, leadership matters for California’s public education system and the more than 6.7 million students it serves; and

**WHEREAS**, school administrators are lifelong learners who believe in the value of quality public education; and providing quality service for student success is paramount for the profession; and the future of California’s public education system depends upon the quality of its leadership; and

**WHEREAS**, school leaders depend on a network of support from school communities – teachers, parents, students, businesses, community members, Board trustees, District and county staff and resources – to promote ongoing student achievement and school success; and

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Board of Pacific Grove Unified School District that Resolution 1062 be adopted to observe October 12-16, 2020 as the “WEEK OF THE SCHOOL ADMINISTRATOR” to commend all school leaders for the contributions they make to successful student achievement.

*Passed and Adopted on October 1, 2020*

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Debbie Crandell, President

\_\_\_\_\_  
Cristy Dawson, Clerk

\_\_\_\_\_  
John Paff, Board member



\_\_\_\_\_  
Brian Swanson, Board Member

\_\_\_\_\_  
Jon Walton, Board Member

\_\_\_\_\_  
Ralph Gómez Porras, Superintendent

- Consent  
 Information/Discussion  
 Action/Discussion  
 Public Hearing

**SUBJECT** Approval of Actuarial Study of Retiree Health Liabilities Under GASB 74/75

**DATE:** October 1, 2020

**PERSON RESPONSIBLE:** Song Chin-Bendib, Assistant Superintendent for Business Services

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**RECOMMENDATION:**

The District Administration recommends that the Board review and approve the actuarial study of retiree health liabilities under GASB 74/75.

**BACKGROUND:**

Prior to 2017-18, as required by GASB 43 and 45, every two years, school districts are required to perform an evaluation of its other post-employment benefits (OPEB), excluding pensions, for active and retired employees.

Beginning in fiscal year 2017-18, GASB 43 and 45 were superseded by GASB 74 and 75, and the latter became effective. These new standards affect all school districts with OPEB and not just those that are funding OPEB. The triennial valuations of prior GASB 43/45 are no longer allowed and all school districts must obtain an annual valuation; roll-forward valuation can be done every other fiscal year if there are no significant changes to planned or covered groups. The measurement date (actuarial valuation date) must be June 30 of each fiscal year.

The total OPEB liability will be reported in Form Debt and the government-wide statement of Net Position similar to the CalSTRS and CalPERS unfunded pension liability. This liability will likely cause the already negative net position to increase to an even greater negative amount. Additionally, this will have note disclosures in the District's audit report and Required Supplemental Information (RSI) schedule.

**Impact and purpose of GASB 74/75:**

- The result of GASB 74 and 75 does not affect the District's current operating budget or the Unaudited Actuals
- It helps the District assess and manage the costs and liabilities associated with retiree health benefits
- It provides information to enable the District to communicate the financial implications of retiree health benefits to internal financial staff, employee groups, the Board and the community

**INFORMATION:**

The Pacific Grove Unified School District currently applies a “pay as you go” method to address its post-employment liabilities. The estimate for 2019-20 by Total Compensation Systems, Inc. (TCS) is \$356,353 incorporating factors as required by Governmental Accounting Standards Board (GASB) in the actuarial calculation.

On page 10, based on this actuarial study, the projected annual retiree benefits would more than double from \$361,392 in 2019 to \$739,900 in year beginning 2028.

For a number of years, the District has engaged Total Compensation Systems, Inc. (TCS) to analyze liabilities and perform actuarial study associated with its current retiree health program. The report submitted to the Board as received from TCS reflects valuation as of June 30, 2019.

**FISCAL IMPACT:**

None, this item is for review and approval only.

The fee to Total Compensation Systems to perform this actuarial study is \$5,940, after a 10% discount, which was approved by the Board on November 21, 2019.



**Pacific Grove Unified School District  
Actuarial Study of  
Retiree Health Liabilities Under GASB 74/75  
Valuation Date: June 30, 2019  
Measurement Date: June 30, 2019**

*Prepared by:  
Total Compensation Systems, Inc.*

*Date: September 21, 2020*

# Total Compensation Systems, Inc.

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## Total Compensation Systems, Inc.

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### Pacific Grove Unified School District Actuarial Study of Retiree Health Liabilities

#### PART I: EXECUTIVE SUMMARY

##### A. Introduction

Pacific Grove Unified School District engaged Total Compensation Systems, Inc. (TCS) to analyze liabilities associated with its current retiree health program as of June 30, 2019 (the measurement date). The numbers in this report are based on the assumption that they will first be used to determine accounting entries for the fiscal year ending June 30, 2020. If the report will first be used for a different fiscal year, the numbers may need to be adjusted accordingly.

This report does not reflect any cash benefits paid unless the retiree is required to provide proof that the cash benefits are used to reimburse the retiree's cost of health benefits. Costs and liabilities attributable to cash benefits paid to retirees are reportable under applicable Governmental Accounting Standards Board (GASB) Standards.

This actuarial study is intended to serve the following purposes:

- To provide information to enable Pacific Grove USD to manage the costs and liabilities associated with its retiree health benefits.
- To provide information to enable Pacific Grove USD to communicate the financial implications of retiree health benefits to internal financial staff, the Board, employee groups and other affected parties.
- To provide information needed to comply with Governmental Accounting Standards Board Accounting Standards 74 and 75 related to "other postemployment benefits" (OPEB's).

Because this report was prepared in compliance with GASB 74 and 75, Pacific Grove USD should not use this report for any other purpose without discussion with TCS. This means that any discussions with employee groups, governing Boards, etc. should be restricted to the implications of GASB 74 and 75 compliance.

This actuarial report includes several estimates for Pacific Grove USD's retiree health program. In addition to the tables included in this report, we also performed cash flow adequacy tests as required under Actuarial Standard of Practice 6 (ASOP 6). Our cash flow adequacy testing covers a twenty-year period. We would be happy to make this cash flow adequacy test available to Pacific Grove USD in spreadsheet format upon request.

We calculated the following estimates separately for active employees and retirees. As requested, we also separated results by the following employee classifications: Certificated, Classified, Confidential and Management. We estimated the following:

- the total liability created. (The actuarial present value of projected benefit payments or APVPBP)
- ten years of projected benefit payments.
- the "total OPEB liability (TOL)." (The TOL is the portion of the APVPBP attributable to employees' service prior to the measurement date.)

## Total Compensation Systems, Inc.

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- the “net OPEB liability” (NOL). For plans funded through a trust, this represents the unfunded portion of the liability.
- the service cost (SC). This is the value of OPEB benefits earned for one year of service.
- deferred inflows and outflows of resources attributable to the OPEB plan.
- “OPEB expense.” This is the amount recognized in accrual basis financial statements as the current period expense in addition to contributions. The OPEB expense includes service cost, interest and certain changes in the OPEB liability, adjusted to reflect deferred inflows and outflows.
- Amounts to support financial statement Note Disclosures and Required Supplementary Information (RSI) schedules.

We summarized the data used to perform this study in Appendix A. No effort was made to verify this information beyond brief tests for reasonableness and consistency.

All cost and liability figures contained in this study are estimates of future results. Future results can vary dramatically and the accuracy of estimates contained in this report depends on the actuarial assumptions used. Service costs and liabilities could easily vary by 10 - 20% or more from estimates contained in this report.

### **B. General Findings**

We estimate the "pay-as-you-go" cost of providing retiree health benefits in the year beginning July 1, 2019 to be \$361,392 (see Section IV.A.). The “pay-as-you-go” cost is the cost of benefits for current retirees.

For current employees, the value of benefits "accrued" in the year beginning July 1, 2019 (the service cost) is \$654,488. This service cost would increase each year based on covered payroll. Had Pacific Grove USD begun accruing retiree health benefits when each current employee and retiree was hired, a liability would have accumulated. We estimate the amount that would have accumulated to be \$7,613,885. This amount is called the "Total OPEB Liability" (TOL).

Based on the information we were provided, the OPEB Expense for the fiscal year ending June 30, 2020 is \$710,708.

We based all of the above estimates on participants as of December, 2019. Over time, liabilities and cash flow will vary based on the number and demographic characteristics of employees and retirees.

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### C. Description of Retiree Benefits

Following is a description of the current retiree benefit plan:

	<u>Certificated</u>	<u>Classified</u>	<u>Management</u>	<u>Confidential</u>
Benefit types provided	Medical, dental and vision	Medical only	Medical, dental and vision	Medical, dental and vision
Duration of Benefits	To age 85	To age 85	To age 65	To age 85
Required Service	10 years	10 years	10 years	10 years
Minimum Age	55	55	55	55
Dependent Coverage	No	No	No	No
District Contribution %	100%	100%	100%	100%
District Cap	Pre-65: \$3,000/year* Post-65: \$152/month for Medicare Supp	Pre-65: Active Cap Post-65: \$50/month for Medicare Supp	Pre-65: Active Cap	Pre-65: Active Cap Post-65: \$150/month for Medicare Supp

\*\$1,500 if the retiree worked at least 40% but less than 80% full time

### D. Recommendations

It is outside the scope of this report to make specific recommendations of actions Pacific Grove USD should take to manage the liability created by the current retiree health program. Total Compensation Systems, Inc. can assist in identifying and evaluating options once this report has been studied. The following recommendations are intended only to allow the District to get more information from this and future studies. Because we have not conducted a comprehensive administrative audit of Pacific Grove USD's practices, it is possible that Pacific Grove USD is already complying with some or all of our recommendations.

- We recommend that Pacific Grove USD maintain an inventory of all benefits and services provided to retirees – whether contractually or not and whether retiree-paid or not. For each, Pacific Grove USD should determine whether the benefit is material and subject to GASB 74 and/or 75.
- Under GASB 75, it is important to isolate the cost of retiree health benefits. Pacific Grove USD should have all premiums, claims and expenses for retirees separated from active employee premiums, claims, expenses, etc. To the extent any retiree benefits are made available to retirees over the age of 65 – *even on a retiree-pay-all basis* – all premiums, claims and expenses for post-65 retiree coverage should be segregated from those for pre-65 coverage. Furthermore, Pacific Grove USD should arrange for the rates or prices of all retiree benefits to be set on what is expected to be a self-sustaining basis.
- Pacific Grove USD should establish a way of designating employees as eligible or ineligible for future OPEB benefits. Ineligible employees can include those in ineligible job classes; those hired after a designated date restricting eligibility; those who, due to their age at hire cannot qualify for District-paid OPEB benefits; employees who exceed the termination age for OPEB benefits, etc.
- Several assumptions were made in estimating costs and liabilities under Pacific Grove USD's retiree health program. Further studies may be desired to validate any assumptions where there is any doubt that the assumption is appropriate. (See Appendices B and C for a list of assumptions and concerns.) For example, Pacific Grove USD should maintain a

## Total Compensation Systems, Inc.

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retiree database that includes – in addition to date of birth, gender and employee classification – retirement date and (if applicable) dependent date of birth, relationship and gender. It will also be helpful for Pacific Grove USD to maintain employment termination information – namely, the number of OPEB-eligible employees in each employee class that terminate employment each year for reasons other than death, disability or retirement.

### E. Certification

The actuarial information in this report is intended solely to assist Pacific Grove USD in complying with Governmental Accounting Standards Board Accounting Statements 74 and 75 and, unless otherwise stated, fully and fairly discloses actuarial information required for compliance. Nothing in this report should be construed as an accounting opinion, accounting advice or legal advice. TCS recommends that third parties retain their own actuary or other qualified professionals when reviewing this report. TCS's work is prepared solely for the use and benefit of Pacific Grove USD. Release of this report may be subject to provisions of the Agreement between Pacific Grove USD and TCS. No third party recipient of this report product should rely on the report for any purpose other than accounting compliance. Any other use of this report is unauthorized without first consulting with TCS.

This report is for fiscal year July 1, 2019 to June 30, 2020, using a measurement date of June 30, 2019. The calculations in this report have been made based on our understanding of plan provisions and actual practice at the time we were provided the required information. We relied on information provided by Pacific Grove USD. Much or all of this information was unaudited at the time of our evaluation. We reviewed the information provided for reasonableness, but this review should not be viewed as fulfilling any audit requirements. Information we relied on is listed in Appendix A.

All costs, liabilities, and other estimates are based on actuarial assumptions and methods that comply with all applicable Actuarial Standards of Practice (ASOPs). Each assumption is deemed to be reasonable by itself, taking into account plan experience and reasonable future expectations.

This report contains estimates of the Plan's financial condition only as of a single date. It cannot predict the Plan's future condition nor guarantee its future financial soundness. Actuarial valuations do not affect the ultimate cost of Plan benefits, only the timing of Plan contributions. While the valuation is based on individually reasonable assumptions, other assumption sets may also be reasonable and valuation results based on those assumptions would be different. Determining results using alternative assumptions (except for the alternate discount and trend rates shown in this report) is outside the scope of our engagement.

Future actuarial measurements may differ significantly from those presented in this report due to factors such as, but not limited to, the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the measurement methodology (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. We were not asked to perform analyses to estimate the potential range of such future measurements.

The signing actuary is independent of Pacific Grove USD and any plan sponsor. TCS does not intend to benefit from and assumes no duty or liability to other parties who receive this report. TCS is not aware of any relationship that would impair the objectivity of the opinion.

On the basis of the foregoing, I hereby certify that, to the best of my knowledge and belief, this report is complete and has been prepared in accordance with generally accepted actuarial principles and practices and all applicable Actuarial Standards of Practice. My experience and continuing education are consistent with the requirements described for actuaries under the Qualification Standards of the American Academy of Actuaries.

**Total Compensation Systems, Inc.**

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Geoffrey L. Kischuk". The signature is fluid and cursive, with the first name being the most prominent.

Geoffrey L. Kischuk  
Actuary  
Total Compensation Systems, Inc.  
(805) 496-1700

## Total Compensation Systems, Inc.

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### PART II: BACKGROUND

#### A. Summary

Accounting principles provide that the cost of retiree benefits should be “accrued” over employees' working lifetime. For this reason, the Governmental Accounting Standards Board (GASB) issued in June of 2015 Accounting Standards 74 and 75 for retiree health benefits. These standards apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees (including early retirees), whether they pay directly or indirectly (via an “implicit rate subsidy”).

#### B. Actuarial Accrual

To actuarially accrue retiree health benefits requires determining the amount to expense each year so that the liability accumulated at retirement is, on average, sufficient (with interest) to cover all retiree health expenditures without the need for additional expenses. There are many different ways to determine the annual accrual amount. The calculation method used is called an “actuarial cost method.”

The actuarial cost method mandated by GASB 75 is the “entry age actuarial cost method”. Under this method, there are two components of actuarial cost – a “service cost” (SC) and the “Total OPEB Liability” (TOL). GASB 75 allows certain changes in the TOL to be deferred (i.e. deferred inflows and outflows of resources).

The service cost can be thought of as the value of the benefit earned each year if benefits are accrued during the working lifetime of employees. Under the entry age actuarial cost method, the actuary determines the annual amount needing to be expensed from hire until retirement to fully accrue the cost of retiree health benefits. This amount is the service cost. Under GASB 75, the service cost is calculated to be a level percentage of each employee’s projected pay.

The service cost is determined using several key assumptions:

- The current *cost of retiree health benefits* (often varying by age, Medicare status and/or dependent coverage). The higher the current cost of retiree benefits, the higher the service cost.
- The “*trend*” rate at which retiree health benefits are expected to increase over time. A higher trend rate increases the service cost. A “cap” on District contributions can reduce trend to zero once the cap is reached thereby dramatically reducing service costs.
- *Mortality rates* varying by age and sex. (Unisex mortality rates are not often used as individual OPEB benefits do not depend on the mortality table used.) If employees die prior to retirement, past contributions are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination or reduction. Although higher mortality rates reduce service costs, the mortality assumption is not likely to vary from employer to employer.
- *Employment termination rates* have the same effect as mortality inasmuch as higher termination rates reduce service costs. Employment termination can vary considerably between public agencies.
- The *service requirement* reflects years of service required to earn full or partial retiree benefits. While a longer service requirement reduces costs, cost reductions are not usually substantial unless the service period exceeds 20 years of service.



## Total Compensation Systems, Inc.

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- **Retirement rates** determine what proportion of employees retire at each age (assuming employees reach the requisite length of service). Retirement rates often vary by employee classification and implicitly reflect the minimum retirement age required for eligibility. Retirement rates also depend on the amount of pension benefits available. Higher retirement rates increase service costs but, except for differences in minimum retirement age, retirement rates tend to be consistent between public agencies for each employee type.
- **Participation rates** indicate what proportion of retirees are expected to elect retiree health benefits if a significant retiree contribution is required. Higher participation rates increase costs.
- The **discount rate** estimates investment earnings for assets earmarked to cover retiree health benefit liabilities. The discount rate depends on the nature of underlying assets for funded plans. The rate used for a funded plan is the real rate of return expected for plan assets plus the long term inflation assumption. For an unfunded plan, the discount rate is based on an index of 20 year General Obligation municipal bonds. For partially funded plans, the discount rate is a blend of the funded and unfunded rates.

The assumptions listed above are not exhaustive, but are the most common assumptions used in actuarial cost calculations. If all actuarial assumptions are exactly met and an employer expensed the service cost every year for all past and current employees and retirees, a sizeable liability would have accumulated (after adding interest and subtracting retiree benefit costs). The liability that would have accumulated is called the Total OPEB Liability (TOL). The excess of TOL over the value of plan assets is called the Net OPEB Liability (NOL). Under GASB 74 and 75, in order for assets to count toward offsetting the TOL, the assets have to be held in an irrevocable trust that is safe from creditors and can only be used to provide OPEB benefits to eligible participants.

The total OPEB liability (TOL) can arise in several ways - e.g., as a result of plan changes or changes in actuarial assumptions. TOL can also arise from actuarial gains and losses. Actuarial gains and losses result from differences between actuarial assumptions and actual plan experience.

Under GASB 74 and 75, a portion of actuarial gains and losses can be deferred as follows:

- Investment gains and losses can be deferred five years
- Experience gains and losses can be deferred over the expected average remaining service lives (EARSL) of plan participants. In calculating the EARSL, terminated employees (primarily retirees) are considered to have a working lifetime of zero. This often makes the EARSL quite short.
- Liability changes resulting from changes in economic and demographic assumptions are also deferred based on the EARSL.
- Liability changes resulting from plan changes, for example, cannot be deferred.

## Total Compensation Systems, Inc.

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### PART III: LIABILITIES AND COSTS FOR RETIREE BENEFITS

#### A. Introduction.

We calculated the actuarial present value of projected benefit payments (APVPBP) separately for each participant. We determined eligibility for retiree benefits based on information supplied by Pacific Grove USD. We then selected assumptions for the factors discussed in the above Section that, based on plan provisions and our training and experience, represent our best prediction of future plan experience. For each participant, we applied the appropriate factors based on the participant's age, sex, length of service, and employee classification.

We summarized actuarial assumptions used for this study in Appendix C.

#### B. Liability for Retiree Benefits.

For each participant, we projected future premium costs using an assumed trend rate (see Appendix C). To the extent Pacific Grove USD uses contribution caps, the influence of the trend factor is further reduced. We multiplied each year's benefit payments by the probability that benefits will be paid; i.e. based on the probability that the participant is living, has not terminated employment, has retired and remains eligible. The probability that benefit will be paid is zero if the participant is not eligible. The participant is not eligible if s/he has not met minimum service, minimum age or, if applicable, maximum age requirements.

The product of each year's benefit payments and the probability the benefit will be paid equals the expected cost for that year. We discounted the expected cost for each year to the measurement date June 30, 2019 at 3.5% interest. Finally, we multiplied the above discounted expected cost figures by the probability that the retiree would elect coverage. A retiree may not elect to be covered if retiree health coverage is available less expensively from another source (e.g. Medicare risk contract) or the retiree is covered under a spouse's plan.

For any *current retirees*, the approach used was similar. The major difference is that the probability of payment for current retirees depends only on mortality and age restrictions (i.e. for retired employees the probability of being retired and of not being terminated are always both 1.0000).

We added the actuarial present value of projected benefit payments (APVPBP) for each participant to get the total APVPBP for all participants. The APVPBP is the estimated present value of all future retiree health benefits for all **current** participants. The APVPBP is the amount on June 30, 2019 that, if all actuarial assumptions are exactly right, would be sufficient to expense all promised benefits until the last participant dies or reaches the maximum eligibility age.

## Total Compensation Systems, Inc.

### Actuarial Present Value of Projected Benefit Payments at June 30, 2019

	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Confidential</i>	<i>Management</i>
Active: Pre-65	\$7,479,524	\$4,043,232	\$2,517,685	\$67,526	\$851,081
Post-65	\$3,562,359	\$3,114,194	\$373,203	\$74,962	\$0
Subtotal	\$11,041,883	\$7,157,426	\$2,890,888	\$142,488	\$851,081
Retiree: Pre-65	\$230,488	\$194,189	\$21,493	\$1,704	\$13,102
Post-65	\$2,235,448	\$1,990,337	\$164,543	\$74,698	\$5,870
Subtotal	\$2,465,936	\$2,184,526	\$186,036	\$76,402	\$18,972
Grand Total	\$13,507,819	\$9,341,952	\$3,076,924	\$218,890	\$870,053
Subtotal Pre-65	\$7,710,012	\$4,237,421	\$2,539,178	\$69,230	\$864,183
Subtotal Post-65	\$5,797,807	\$5,104,531	\$537,746	\$149,660	\$5,870

The APVPBP should be accrued over the working lifetime of employees. At any time much of it has not been "earned" by employees. The APVPBP is used to develop expense and liability figures. To do so, the APVPBP is divided into two parts: the portions attributable to service rendered prior to the measurement date (the past service liability or Total OPEB Liability (TOL) under GASB 74 and 75) and to service after the measurement date but prior to retirement (the future service liability).

The past service and future service liabilities are each accrued in a different way. We will start with the future service liability which is funded by the service cost.

### C. Cost to Prefund Retiree Benefits

#### 1. Service Cost

The average hire age for eligible employees is 38. To accrue the liability by retirement, the District would accrue the retiree liability over a period of about 22 years (assuming an average retirement age of 60). We applied an "entry age" actuarial cost method to determine funding rates for active employees. The table below summarizes the calculated service cost.

#### Service Cost Year Beginning July 1, 2019

	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Confidential</i>	<i>Management</i>
# of Employees	295	145	129	4	17
<b>Per Capita Service Cost</b>					
Pre-65 Benefit	N/A	\$1,602	\$1,630	\$1,808	\$3,012
Post-65 Benefit	N/A	\$933	\$107	\$1,101	\$0
<b>First Year Service Cost</b>					
Pre-65 Benefit	\$500,996	\$232,290	\$210,270	\$7,232	\$51,204
Post-65 Benefit	\$153,492	\$135,285	\$13,803	\$4,404	\$0
Total	\$654,488	\$367,575	\$224,073	\$11,636	\$51,204

Accruing retiree health benefit costs using service costs levels out the cost of retiree health benefits over time and more fairly reflects the value of benefits "earned" each year by employees. This service cost would increase each year based on covered payroll.

## Total Compensation Systems, Inc.

### 2. Total OPEB Liability (TOL) and Net OPEB Liability (NOL)

If actuarial assumptions are borne out by experience, the District will fully accrue retiree benefits by expensing an amount each year that equals the service cost. If no accruals had taken place in the past, there would be a shortfall of many years' accruals, accumulated interest and forfeitures for terminated or deceased employees. This shortfall is called the Total OPEB Liability. We calculated the Total OPEB Liability (TOL) as the APVPBP minus the present value of future service costs. To the extent that benefits are funded through a GASB 74 qualifying trust, the trust's Fiduciary Net Position (FNP) is subtracted to get the NOL. The FNP is the value of assets adjusted for any applicable payables and receivables.

#### Total OPEB Liability (TOL) and Net OPEB Liability (NOL) as of June 30, 2019

	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Confidential</i>	<i>Management</i>
Active: Pre-65	\$3,056,668	\$1,764,814	\$845,504	\$11,094	\$435,256
Active: Post-65	\$2,091,281	\$1,787,250	\$263,434	\$40,597	\$0
Subtotal	\$5,147,949	\$3,552,064	\$1,108,938	\$51,691	\$435,256
Retiree: Pre-65	\$230,488	\$194,189	\$21,493	\$1,704	\$13,102
Retiree: Post-65	\$2,235,448	\$1,990,337	\$164,543	\$74,698	\$5,870
Subtotal	\$2,465,936	\$2,184,526	\$186,036	\$76,402	\$18,972
Subtotal: Pre-65	\$3,287,156	\$1,959,003	\$866,997	\$12,798	\$448,358
Subtotal: Post-65	\$4,326,729	\$3,777,587	\$427,977	\$115,295	\$5,870
Total OPEB Liability (TOL)	\$7,613,885	\$5,736,590	\$1,294,974	\$128,093	\$454,228
Fiduciary Net Position as of June 30, 2019	\$0				
Net OPEB Liability (NOL)	\$7,613,885				

The following table shows the reconciliation of the June 30, 2018 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2019 NOL.

	<i>TOL</i>	<i>FNP</i>	<i>NOL</i>
<b>Balance at June 30, 2018</b>	<b>\$10,084,431</b>	<b>\$0</b>	<b>\$10,084,431</b>
Service Cost	\$732,709	\$0	\$732,709
Interest on Total OPEB Liability	\$388,268	\$0	\$388,268
Expected Investment Income	\$0	\$0	\$0
Administrative Expenses	\$0	\$0	\$0
Employee Contributions	\$0	\$0	\$0
Employer Contributions to Trust	\$0	\$0	\$0
Employer Contributions as Benefit Payments	\$0	\$356,353	(\$356,353)
Actual Benefit Payments from Trust	\$0	\$0	\$0
Actual Benefit Payments from Employer	(\$356,353)	(\$356,353)	\$0
Expected Minus Actual Benefit Payments*	(\$110,034)	\$0	(\$110,034)
<b>Expected Balance at June 30, 2019</b>	<b>\$10,739,021</b>	<b>\$0</b>	<b>\$10,739,021</b>
Experience (Gains)/Losses	(\$3,321,245)	\$0	(\$3,321,245)
Changes in Assumptions	\$196,109	\$0	\$196,109
Changes in Benefit Terms	\$0	\$0	\$0
Investment Gains/(Losses)	\$0	\$0	\$0
Other	\$0	\$0	\$0
Net Change during 2018-19	(\$2,470,546)	\$0	(\$2,470,546)
<b>Actual Balance at June 30, 2019**</b>	<b>\$7,613,885</b>	<b>\$0</b>	<b>\$7,613,885</b>

\* Deferrable as an Experience Gain or Loss.

\*\* May include a slight rounding error.

## Total Compensation Systems, Inc.

### 3. OPEB Expense

Changes in the NOL arising from certain sources are recognized on a deferred basis. The deferral history for Pacific Grove USD is shown in Appendix F. The following table summarizes the beginning and ending balances for each deferral item. The current year expense reflects the change in deferral balances for the measurement year.

#### Deferred Inflow/Outflow Balances Fiscal Year Ending June 30, 2020

	<i>Beginning Balance</i>	<i>Newly Created</i>	<i>Recognition</i>	<i>Ending Balance</i>
Experience (Gains)/Losses	\$0	(\$3,431,279)	\$394,400	(\$3,036,879)
Assumption Changes	(\$241,989)	\$196,109	\$15,869	(\$30,011)
Investment (Gains)/Losses	\$0	\$0	\$0	\$0
Deferred Balances	(\$241,989)	(\$3,235,170)	\$410,269	(\$3,066,890)

The following table shows the reconciliation between the change in the NOL and the OPEB expense.

#### Preliminary OPEB Expense Fiscal Year Ending June 30, 2020

	<i>Beginning Net Position</i>	<i>Ending Net Position</i>	<i>Change</i>
Net OPEB Liability (NOL)	\$10,084,431	\$7,613,885	(\$2,470,546)
Deferred Balances	(\$241,989)	(\$3,066,890)	(\$2,824,901)
Change in Net Position	\$10,326,420	\$10,680,775	\$354,355
Employer Contributions			\$356,353
Other			\$0
OPEB Expense			\$710,708

Under GASB 74 and 75, OPEB expense includes service cost, interest cost, and change in TOL due to plan changes; all adjusted for deferred inflows and outflows.

#### OPEB Expense Fiscal Year Ending June 30, 2020

	<i>Total</i>
Service Cost	\$732,709
Interest on Total OPEB Liability (TOL)	\$388,268
Employee Contributions	\$0
Recognized Experience (Gains)/Losses	(\$394,400)
Recognized Assumption Changes	(\$15,869)
Expected Investment Income	\$0
Recognized Investment (Gains)/Losses	\$0
Contributions After Measurement Date (Prior Year)	\$0
Contributions After Measurement Date (Current Year)	\$0
Changes in Benefit Terms	\$0
Administrative Expense	\$0
OPEB Expense*	\$710,708

\* May include a slight rounding error.

The above OPEB expense does not include \$356,353 in employer contributions.

## Total Compensation Systems, Inc.

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### 4. Adjustments

The above OPEB expense includes all deferred inflows and outflows except any contributions after the measurement date. Contributions from July 1, 2019 to June 30, 2020 minus prior contributions after the measurement date of \$356,353 should also be reflected in OPEB expense. June 30, 2020 deferred outflows should include contributions from July 1, 2019 to June 30, 2020.

## Total Compensation Systems, Inc.

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### PART IV: "PAY AS YOU GO" FUNDING OF RETIREE BENEFITS

We used the actuarial assumptions shown in Appendix C to project the District's ten year retiree benefit outlay, including any implicit rate subsidy. Because these cost estimates reflect average assumptions applied to a relatively small number of participants, estimates for individual years are **certain** to be *in*accurate. However, these estimates show the size of cash outflow.

The following table shows a projection of annual amounts needed to pay the District's share of retiree health costs, including any implicit rate subsidy.

<i>Year Beginning July 1</i>	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Confidential</i>	<i>Management</i>
2019	\$361,392	\$289,703	\$44,344	\$8,988	\$18,357
2020	\$347,991	\$286,221	\$42,842	\$10,493	\$8,435
2021	\$410,846	\$321,638	\$59,630	\$11,783	\$17,795
2022	\$447,855	\$323,599	\$82,002	\$13,610	\$28,644
2023	\$500,309	\$346,707	\$104,413	\$9,396	\$39,793
2024	\$585,496	\$388,242	\$126,956	\$9,697	\$60,601
2025	\$609,260	\$413,626	\$127,816	\$9,892	\$57,926
2026	\$645,311	\$411,957	\$151,367	\$10,030	\$71,957
2027	\$676,877	\$428,277	\$164,802	\$10,106	\$73,692
2028	\$739,900	\$437,486	\$209,701	\$10,136	\$82,577

## Total Compensation Systems, Inc.

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### PART V: RECOMMENDATIONS FOR FUTURE VALUATIONS

To effectively manage benefit costs, an employer must periodically examine the existing liability for retiree benefits as well as future annual expected premium costs. GASB 74/75 require annual valuations. Every other year, the valuation requirement can be met by doing a “roll-forward” valuation. However, a full valuation may be required or preferred under certain circumstances.

Following are examples of actions that could trigger a new valuation.

- An employer should perform a valuation whenever the employer considers or puts in place an early retirement incentive program.
- An employer should perform a valuation whenever the employer adopts a retiree benefit plan for some or all employees.
- An employer should perform a valuation whenever the employer considers or implements changes to retiree benefit provisions or eligibility requirements.
- An employer should perform a valuation whenever the employer introduces or changes retiree contributions.
- An employer should perform a valuation whenever the employer forms a qualifying trust or changes its investment policy.
- An employer should perform a valuation whenever the employer adds or terminates a group of participants that constitutes a significant part of the covered group.

We recommend Pacific Grove USD take the following actions to ease future valuations.

- We have used our training, experience and information available to us to establish the actuarial assumptions used in this valuation. We have no information to indicate that any of the assumptions do not reasonably reflect future plan experience. However, the District should review the actuarial assumptions in Appendix C carefully. If the District has any reason to believe that any of these assumptions do not reasonably represent the expected future experience of the retiree health plan, the District should engage in discussions or perform analyses to determine the best estimate of the assumption in question.



**PART VI: APPENDICES****APPENDIX A: MATERIALS USED FOR THIS STUDY**

We relied on the following materials to complete this study.

- We used paper reports and digital files containing participant demographic data from the District personnel records.
- We used relevant sections of collective bargaining agreements provided by the District.

**Total Compensation Systems, Inc.**

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**APPENDIX B: EFFECT OF ASSUMPTIONS USED IN CALCULATIONS**

While we believe the estimates in this study are reasonable overall, it was necessary for us to use assumptions which inevitably introduce errors. We believe that the errors caused by our assumptions will not materially affect study results. If the District wants more refined estimates for decision-making, we recommend additional investigation.

## Total Compensation Systems, Inc.

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### APPENDIX C: ACTUARIAL ASSUMPTIONS AND METHODS

Following is a summary of actuarial assumptions and methods used in this study. The District should carefully review these assumptions and methods to make sure they reflect the District's assessment of its underlying experience. It is important for Pacific Grove USD to understand that the appropriateness of all selected actuarial assumptions and methods are Pacific Grove USD's responsibility. Unless otherwise disclosed in this report, TCS believes that all methods and assumptions are within a reasonable range based on the provisions of GASB 74 and 75, applicable actuarial standards of practice, Pacific Grove USD's actual historical experience, and TCS's judgment based on experience and training.

#### ACTUARIAL METHODS AND ASSUMPTIONS:

*ACTUARIAL COST METHOD:* GASB 74 and 75 require use of the entry age actuarial cost method.

Entry age is based on the age at hire for eligible employees. The attribution period is determined as the difference between the expected retirement age and the age at hire. The APVPBP and present value of future service costs are determined on a participant by participant basis and then aggregated.

To the extent that different benefit formulas apply to different employees of the same class, the service cost is based on the benefit plan applicable to the most recently hired employees (including future hires if a new benefit formula has been agreed to and communicated to employees). This greatly simplifies administration and accounting; as well as resulting in the correct service cost for new hires.

*SUBSTANTIVE PLAN:* As required under GASB 74 and 75, we based the valuation on the substantive plan. The formulation of the substantive plan was based on a review of written plan documents as well as historical information provided by Pacific Grove USD regarding practices with respect to employer and employee contributions and other relevant factors.

## Total Compensation Systems, Inc.

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### **ECONOMIC ASSUMPTIONS:**

Economic assumptions are set under the guidance of Actuarial Standard of Practice 27 (ASOP 27). Among other things, ASOP 27 provides that economic assumptions should reflect a consistent underlying rate of general inflation. For that reason, we show our assumed long-term inflation rate below.

**INFLATION:** We assumed 2.75% per year used for pension purposes. Actuarial standards require using the same rate for OPEB that is used for pension.

**INVESTMENT RETURN / DISCOUNT RATE:** We assumed 3.5% per year net of expenses. This is based on the Bond Buyer 20 Bond Index.

**TREND:** We assumed 4% per year. Our long-term trend assumption is based on the conclusion that, while medical trend will continue to be cyclical, the average increase over time cannot continue to outstrip general inflation by a wide margin. Trend increases in excess of general inflation result in dramatic increases in unemployment, the number of uninsured and the number of underinsured. These effects are nearing a tipping point which will inevitably result in fundamental changes in health care finance and/or delivery which will bring increases in health care costs more closely in line with general inflation. We do not believe it is reasonable to project historical trend vs. inflation differences several decades into the future.

**PAYROLL INCREASE:** We assumed 2.75% per year. Since benefits do not depend on salary (as they do for pensions), using an aggregate payroll assumption for the purpose of calculating the service cost results in a negligible error.

**FIDUCIARY NET POSITION (FNP):** The following table shows the beginning and ending FNP numbers that were provided by Pacific Grove USD.

### **Fiduciary Net Position as of June 30, 2019**

	<i>06/30/2018</i>	<i>06/30/2019</i>
Cash and Equivalents	\$0	\$0
Contributions Receivable	\$0	\$0
Total Investments	\$0	\$0
Capital Assets	\$0	\$0
Total Assets	<u>\$0</u>	<u>\$0</u>
Benefits Payable	<u>\$0</u>	<u>\$0</u>
Fiduciary Net Position	<u>\$0</u>	<u>\$0</u>

## Total Compensation Systems, Inc.

### **NON-ECONOMIC ASSUMPTIONS:**

Economic assumptions are set under the guidance of Actuarial Standard of Practice 35 (ASOP 35). See Appendix E, Paragraph 52 for more information.

### **MORTALITY**

<i>Participant Type</i>	<i>Mortality Tables</i>
Certificated	2009 CalSTRS Mortality
Classified	2014 CalPERS Active Mortality for Miscellaneous Employees
Confidential	2014 CalPERS Active Mortality for Miscellaneous Employees
Management	

### **RETIREMENT RATES**

<i>Employee Type</i>	<i>Retirement Rate Tables</i>
Certificated	2009 CalSTRS Retirement Rates
Classified	Hired before 1/1/2013: 2009 CalPERS Retirement Rates for School Employees Hired after 12/31/2012: 2009 CalPERS Retirement Rates for Miscellaneous Employees 2% @60 adjusted to minimum retirement age of 52

### **SERVICE REQUIREMENT**

<i>Employee Type</i>	<i>Service Requirement Tables</i>
Certificated	100% at 10 Years of Service
Classified	100% at 10 Years of Service

### **COSTS FOR RETIREE COVERAGE**

Retiree liabilities are based on actual retiree premium plus an implicit rate subsidy of 45.8% of non-Medicare medical premium. Liabilities for active participants are based on the first year costs shown below, which include the implicit rate subsidy. Subsequent years' costs are based on first year costs adjusted for trend and limited by any District contribution caps.

<i>Participant Type</i>	<i>Future Retirees Pre-65</i>	<i>Future Retirees Post-65</i>
Certificated	Nominal Benefit: \$3,000 Implied Subsidy: \$7,545	Dental and Vision: \$852 Medical: \$1,824
Classified	Nominal Benefit: \$6,225 Implied Subsidy: \$4,336	\$600
Confidential	Nominal Benefit: \$6,225 Implied Subsidy: \$4,336	Dental and Vision: \$852 Medical: \$1,800
Management	Nominal Benefit: \$10,361 Implied Subsidy: \$7,545	N/A

### **PARTICIPATION RATES**

<i>Employee Type</i>	<i>&lt;65 Non-Medicare Participation %</i>	<i>65+ Medicare Participation %</i>
Certificated	Nominal Benefit: 98% Implied Subsidy: 90%	98%
Classified	Nominal Benefit: 98% Implied Subsidy: 90%	98%
Confidential	Nominal Benefit: 98% Implied Subsidy: 90%	98%
Management	100%	

## Total Compensation Systems, Inc.

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### ***TURNOVER***

<i>Employee Type</i>	<i>Turnover Rate Tables</i>
Certificated	2009 CalSTRS Termination Rates
Classified	2009 CalPERS Termination Rates for School Employees

### ***SPOUSE PREVALENCE***

To the extent not provided and when needed to calculate benefit liabilities, 80% of retirees assumed to be married at retirement. After retirement, the percentage married is adjusted to reflect mortality.

### ***SPOUSE AGES***

To the extent spouse dates of birth are not provided and when needed to calculate benefit liabilities, female spouse assumed to be three years younger than male.

### ***AGING FACTORS***

We used aging factors from "Health Care Costs - From Birth to Death" prepared by Dale Yamamoto and published in 2013 by the Society of Actuaries as part of the Health Care Cost Institute's Independent Report Series - Report 2013-1.

## Total Compensation Systems, Inc.

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### APPENDIX D: DISTRIBUTION OF ELIGIBLE PARTICIPANTS BY AGE

#### ELIGIBLE ACTIVE EMPLOYEES

<i>Age</i>	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Confidential</i>	<i>Management</i>
Under 25	4	0	4	0	0
25-29	23	7	15	0	1
30-34	22	13	8	0	1
35-39	28	14	12	1	1
40-44	34	18	15	1	0
45-49	45	30	12	0	3
50-54	55	26	22	0	7
55-59	41	21	17	0	3
60-64	29	14	13	1	1
65 and older	14	2	11	1	0
Total	295	145	129	4	17

#### ELIGIBLE RETIREES

<i>Age</i>	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Confidential</i>	<i>Management</i>
Under 50	0	0	0	0	0
50-54	0	0	0	0	0
55-59	2	2	0	0	0
60-64	13	8	3	1	1
65-69	34	21	10	3	0
70-74	45	36	8	1	0
75-79	14	9	5	0	0
80-84	15	14	0	0	1
85-89	5	2	3	0	0
90 and older	1	1	0	0	0
Total	129	93	29	5	2

## Total Compensation Systems, Inc.

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### APPENDIX E: GASB 74/75 ACCOUNTING ENTRIES AND DISCLOSURES

This report does not necessarily include the entire accounting values. As mentioned earlier, there are certain deferred items that are employer-specific. The District should consult with its auditor if there are any questions about what, if any, adjustments may be appropriate.

GASB 74/75 include a large number of items that should be included in the Note Disclosures and Required Supplementary Information (RSI) Schedules. Many of these items are outside the scope of the actuarial valuation. However, following is information to assist the District in complying with GASB 74/75 disclosure requirements:

**Paragraph 50:**            **Information about the OPEB Plan**

Most of the information about the OPEB plan should be supplied by Pacific Grove USD. Following is information to help fulfill Paragraph 50 reporting requirements.

50.c: Following is a table of plan participants

	Number of Participants
Inactive Employees Currently Receiving Benefit Payments	129
Inactive Employees Entitled to But Not Yet Receiving Benefit Payments*	0
Participating Active Employees	295
Total Number of participants	<u>424</u>

\*We were not provided with information about any terminated, vested employees

**Paragraph 51:**            **Significant Assumptions and Other Inputs**

Shown in Appendix C.

**Paragraph 52:**            **Information Related to Assumptions and Other Inputs**

The following information is intended to assist Pacific Grove USD in complying with the requirements of Paragraph 52.

52.b: Mortality Assumptions Following are the tables the mortality assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

Mortality Table Disclosure	2009 CalSTRS Mortality
	The mortality assumptions are based on the 2009 CalSTRS Mortality table created by CalSTRS. CalSTRS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalSTRS analysis.



## Total Compensation Systems, Inc.

Mortality Table	2014 CalPERS Retiree Mortality for Miscellaneous Employees
Disclosure	The mortality assumptions are based on the 2014 CalPERS Retiree Mortality for Miscellaneous Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.
Mortality Table	2014 CalPERS Active Mortality for Miscellaneous Employees
Disclosure	The mortality assumptions are based on the 2014 CalPERS Active Mortality for Miscellaneous Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

52.c: Experience Studies Following are the tables the retirement and turnover assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

### Retirement Tables

Retirement Table	2009 CalSTRS Retirement Rates
Disclosure	The retirement assumptions are based on the 2009 CalSTRS Retirement Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2009 CalPERS 2.0% @60 Rates for Miscellaneous Employees
Disclosure	The retirement assumptions are based on the 2009 CalPERS 2.0% @60 Rates for Miscellaneous Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2009 CalPERS Retirement Rates for School Employees
Disclosure	The retirement assumptions are based on the 2009 CalPERS Retirement Rates for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

## Total Compensation Systems, Inc.

### Turnover Tables

Turnover Table	2009 CalSTRS Termination Rates
Disclosure	The turnover assumptions are based on the 2009 CalSTRS Termination Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.
Turnover Table	2009 CalPERS Termination Rates for School Employees
Disclosure	The turnover assumptions are based on the 2009 CalPERS Termination Rates for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

For other assumptions, we use actual plan provisions and plan data.

52.d: The alternative measurement method was not used in this valuation.

52.e: NOL using alternative trend assumptions The following table shows the Net OPEB Liability with a healthcare cost trend rate 1% higher and 1% lower than assumed in the valuation.

	Trend 1% Lower	Valuation Trend	Trend 1% Higher
Net OPEB Liability	\$7,320,352	\$7,613,885	\$7,931,239

### Paragraph 53:

#### Discount Rate

The following information is intended to assist Pacific Grove USD to comply with Paragraph 53 requirements.

53.a: A discount rate of 3.5% was used in the valuation. The interest rate used in the prior valuation was 3.8%.

53.b: We assumed that all contributions are from the employer.

53.c: There are no plan assets.

53.d: The interest assumption reflects a municipal bond rate. We used the Bond Buyer 20 Index at June 30, 2019 and rounded the rate resulting in a rate of 3.50%.

53.e: Not applicable.

53.f: There are no plan assets.

53.g: The following table shows the Net OPEB liability with a discount rate 1% higher and 1% lower than assumed in the valuation.

Discount Rate	Valuation	Discount Rate
1% Lower	Discount Rate	1% Higher

## Total Compensation Systems, Inc.

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Net OPEB Liability	\$8,337,576	\$7,613,885	\$6,995,187
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### **Paragraph 55:**      **Changes in the Net OPEB Liability**

Please see reconciliation on page 10.

### **Paragraph 56:**      **Additional Net OPEB Liability Information**

The following information is intended to assist Pacific Grove USD to comply with Paragraph 56 requirements.

56.a: The valuation date is June 30, 2019.

The measurement date is June 30, 2019.

56.b: We are not aware of a special funding arrangement.

56.c: The interest assumption changed from 3.80% to 3.50%.

56.d: There were no changes in benefit terms since the prior measurement date.

56.e: Not applicable

56.f: To be determined by the employer

56.g: To be determined by the employer

56.h: Other than contributions after the measurement, all deferred inflow and outflow balances are shown in Appendix F

56.i: Future recognition of deferred inflows and outflows is shown in Appendix F

### **Paragraph 57:**      **Required Supplementary Information**

57.a: Please see reconciliation on page 10. Please see the notes for Paragraph 244 below for more information.

57.b: These items are provided on page 10 for the current valuation, except for covered payroll, which should be determined based on appropriate methods.

57.c: We have not been asked to calculate an actuarially determined contribution amount.

We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 22 years.

57.d: We are not aware that there are any statutorily or contractually established contribution requirements.

### **Paragraph 58:**      **Actuarially Determined Contributions**

We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 22 years.

### **Paragraph 244:**      **Transition Option**

Prior periods were not restated due to the fact that prior valuations were not rerun in accordance with GASB 75. It was determined that the time and expense necessary to rerun prior valuations and to restate prior financial statements was not justified.

## Total Compensation Systems, Inc.

### APPENDIX F: DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES

#### EXPERIENCE GAINS AND LOSSES

**Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of  
Experience Gains and Losses  
(Measurement Periods)**

Measurement Period	Experience (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2018	2019	Amounts to be Recognized in OPEB Expense after 2019	2020	2021	2022	2023	2024	Thereafter
2018-19	(\$3,431,279)	8.7	\$0	(\$394,400)	(\$3,036,879)	(\$394,400)	(\$394,400)	(\$394,400)	(\$394,400)	(\$394,400)	(\$1,064,879)
<b>Net Increase (Decrease) in OPEB Expense</b>			<b>\$0</b>	<b>(\$394,400)</b>	<b>(\$3,036,879)</b>	<b>(\$394,400)</b>	<b>(\$394,400)</b>	<b>(\$394,400)</b>	<b>(\$394,400)</b>	<b>(\$394,400)</b>	<b>(\$1,064,879)</b>

## Total Compensation Systems, Inc.

### CHANGES OF ASSUMPTIONS

#### Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Changes of Assumptions (Measurement Periods)

Measurement Period	Changes of Assumptions	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2018	Amounts to be Recognized in OPEB Expense after 2019							
				2019	2020	2021	2022	2023	2024	Thereafter	
2017-18	(\$280,400)	7.3	(\$38,411)	(\$38,411)	(\$203,578)	(\$38,411)	(\$38,411)	(\$38,411)	(\$38,411)	(\$49,934)	
2018-19	\$196,109	8.7	\$0	\$22,542	\$173,567	\$22,542	\$22,542	\$22,542	\$22,542	\$22,542	\$60,857
Net Increase (Decrease) in OPEB Expense			<b>(\$38,411)</b>	<b>(\$15,869)</b>	<b>(\$30,011)</b>	<b>(\$15,869)</b>	<b>(\$15,869)</b>	<b>(\$15,869)</b>	<b>(\$15,869)</b>	<b>(\$27,392)</b>	<b>\$60,857</b>

# Total Compensation Systems, Inc.

## INVESTMENT GAINS AND LOSSES

**Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of  
Investment Gains and Losses  
(Measurement Periods)**

Measurement Period	Investment (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2018	2019	Amounts to be Recognized in OPEB Expense after 2019	2020	2021	2022	2023	2024	Thereafter
2018-19	\$0	0	\$0	\$0	\$0						
<b>Net Increase (Decrease) in OPEB Expense</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

## Total Compensation Systems, Inc.

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### APPENDIX G: GLOSSARY OF RETIREE HEALTH VALUATION TERMS

Note: The following definitions are intended to help a *non-actuary* understand concepts related to retiree health valuations. Therefore, the definitions may not be actuarially accurate.

<u>Actuarial Cost Method:</u>	A mathematical model for allocating OPEB costs by year of service. The only actuarial cost method allowed under GASB 74/75 is the entry age actuarial cost method.
<u>Actuarial Present Value of Projected Benefit Payments:</u>	The projected amount of all OPEB benefits to be paid to current and future retirees discounted back to the valuation or measurement date.
<u>Deferred Inflows/Outflows of Resources:</u>	A portion of certain items that can be deferred to future periods or that weren't reflected in the valuation. The former includes investment gains/losses, actuarial gains/losses, and gains/losses due to changes in actuarial assumptions or methods. The latter includes contributions made to a trust subsequent to the measurement date but before the statement date.
<u>Discount Rate:</u>	Assumed investment return net of all investment expenses. Generally, a higher assumed interest rate leads to lower service costs and total OPEB liability.
<u>Fiduciary Net Position:</u>	Net assets (liability) of a qualifying OPEB "plan" (i.e. qualifying irrevocable trust or equivalent arrangement).
<u>Implicit Rate Subsidy:</u>	The estimated amount by which retiree rates are understated in situations where, for rating purposes, retirees are combined with active employees and the employer is expected, in the long run, to pay the underlying cost of retiree benefits.
<u>Measurement Date:</u>	The date at which assets and liabilities are determined in order to estimate TOL and NOL.
<u>Mortality Rate:</u>	Assumed proportion of people who die each year. Mortality rates always vary by age and often by sex. A mortality table should always be selected that is based on a similar "population" to the one being studied.
<u>Net OPEB Liability (NOL):</u>	The Total OPEB Liability minus the Fiduciary Net Position.
<u>OPEB Benefits:</u>	Other Post Employment Benefits. Generally, medical, dental, prescription drug, life, long-term care or other postemployment benefits that are not pension benefits.
<u>OPEB Expense:</u>	This is the amount employers must recognize as an expense each year. The annual OPEB expense is equal to the Service Cost plus interest on the Total OPEB Liability (TOL) plus change in TOL due to plan changes minus projected investment income; all adjusted to reflect deferred inflows and outflows of resources.
<u>Participation Rate:</u>	The proportion of retirees who elect to receive retiree benefits. A lower

## Total Compensation Systems, Inc.

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participation rate results in lower service cost and a TOL. The participation rate often is related to retiree contributions.

<u>Retirement Rate:</u>	The proportion of active employees who retire each year. Retirement rates are usually based on age and/or length of service. (Retirement rates can be used in conjunction with the service requirement to reflect both age and length of service). The more likely employees are to retire early, the higher service costs and actuarial accrued liability will be.
<u>Service Cost:</u>	The annual dollar value of the “earned” portion of retiree health benefits if retiree health benefits are to be fully accrued at retirement.
<u>Service Requirement:</u>	The proportion of retiree benefits payable under the OPEB plan, based on length of service and, sometimes, age. A shorter service requirement increases service costs and TOL.
<u>Total OPEB Liability (TOL):</u>	The amount of the actuarial present value of projected benefit payments attributable to participants’ past service based on the actuarial cost method used.
<u>Trend Rate:</u>	The rate at which the employer’s share of the cost of retiree benefits is expected to increase over time. The trend rate usually varies by type of benefit (e.g. medical, dental, vision, etc.) and may vary over time. A higher trend rate results in higher service costs and TOL.
<u>Turnover Rate:</u>	The rate at which employees cease employment due to reasons other than death, disability or retirement. Turnover rates usually vary based on length of service and may vary by other factors. Higher turnover rates reduce service costs and TOL.
<u>Valuation Date:</u>	The date as of which the OPEB obligation is determined by means of an actuarial valuation. Under GASB 74 and 75, the valuation date does not have to coincide with the statement date, but can’t be more than 30 months prior.



- Consent  
 Information/Discussion  
 Action/Discussion  
 Public Hearing

**SUBJECT:** Approval of Memorandum of Understanding with the Monterey County Superintendent of Schools and Pacific Grove Unified School District (Quality Rating & Improvement System (QRIS) Program) Pacific Grove Adult Education Licensed Childcare Facility

**DATE:** October 1, 2020

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

**RECOMMENDATION:**

The District Administration recommends that the Board review and approve the Memorandum of Understanding between the Pacific Grove Unified School District and the Monterey County Superintendent of Schools. (Quality Rating & Improvement System (QRIS) Program) for Pacific Grove Adult Education Child Development Center (Fund 11).

**BACKGROUND:**

The Memorandum of Understanding sets forth the terms and conditions to accept in shared roles in providing services to staff and students. The amount of the allocation is a COVID-19 Relief stipend.

**INFORMATION:**

The purpose of the Quality Rating and Improvement System (QRIS) Block Grant is to allocate funds to school districts operating a quality rating and improvement system for California State Preschool Programs (CSPP) and Licensed Childcare facilities to support local early learning that increases the number of low-income children in high-quality preschool programs and prepares those children for success in school and life. Some highlighted obligations outlined in the MOU are outlined below:

**MCOE will provide:**

- Professional Development for Staff
- Voluntary Site Assessments
- Technical Assistance
- Virtual site visits to support staff

**PGUSD State Preschool will provide:**

- Program Data
- Registry into the Early Care and Education Workforce Registry
- Directors and Teachers participation in in coaching, planning and Technical Support ZOOM meetings.

**FISCAL IMPACT:**

Increase to Fund 11 (Program 1038) \$920.00 from QRIS Block Grant.



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County Superintendent of Schools*

## MEMORANDUM OF UNDERSTANDING

Between

The Monterey County Superintendent of Schools

And

Pacific Grove Adult Education

NAME OF PROGRAM:	Pacific Grove Adult Education Child Development Center
PROJECT:	For provision of Quality Improvement for Monterey County Quality Rating & Improvement System (QRIS) Program.
AGREEMENT TERM:	Initial Term: 2020-2023
AGREEMENT AMOUNT:	Not to exceed: \$920.00
CONTACT PERSON:	Barbara Martinez
TELEPHONE:	(831) 646-6580
EMAIL:	bmartinez@pgusd.org
ADDRESS:	1025 Lighthouse Ave. Pacific Grove Ca. 93950

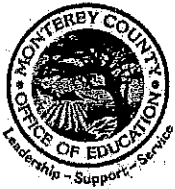
### RECITALS:

Whereas, U.S. Code Title 42. The Public Health and Welfare (Chapter 105, Community Services Programs) Subchapter II-B. Child Care and Development Block Grant Section 9858e allows state funding for activities that support and improve quality, and assess the quality and access. In allocating the reservation for activities relating to the quality of child care services.

NOW THEREFORE, This Memorandum of Understanding is created for the purpose of setting forth the terms and conditions to accept in shared roles in providing services enumerated below.

### Article 1- SCOPE OF WORK

PROGRAM OBLIGATIONS. Program obligations under this Agreement (collectively "Services") include those required of Agency in the General Terms and Conditions, any shared obligations stated below, and the following:



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**SECTION A. WHAT SERVICES WILL AGENCY PROVIDE:** The expectations and requirements of Quality Matters Participating Programs include:

1. Maintain status of licensed and in "good standing"<sup>1</sup>, which means a licensed child care center or family child care home that currently does not have any of the following: (1) non-compliance conference; (2) administrative action being taken or in the process of being taken; and (3) a probationary license. If a program receives a Type A violation, they are required to inform Quality Matters staff within five business days. If a site's license is changed to anything other than "in good standing" the QRIS rating and services to the site will be suspended pending corrective action.
2. Provide Quality Matters with annual requested program data for review and verification via upload to the iPinwheel database, mail, or during virtual ZOOM online or in-person site visits based on need.
3. Provide Quality Matters with all lead teacher transcripts before participating in Quality Matters quality improvement activities.
4. Require all participating agencies to maintain a **CA Early Care & Education Workforce Registry**:
  - a. Administrative Access helps to ensure that the Registry has current and accurate information about your ECE program and staff to streamline reporting to state agencies and other funders. In order to receive Administrative Access, your agency must agree to do the following: be an active member of the Registry, maintain an active email account that is linked to employee's registry profile, maintain an accurate and complete Program Profile by confirming or updating information annually, maintain accurate information about employees by confirming or updating information as needed, and protect the security and integrity of personal information about employees in the Registry. For additional information, please visit: [https://www.caregistry.org/participant\\_resources/CARegistry\\_AdministrativeAccessRequestInstructions\\_ENGLISH\\_7.30.19.pdf](https://www.caregistry.org/participant_resources/CARegistry_AdministrativeAccessRequestInstructions_ENGLISH_7.30.19.pdf)
  - b. Ensure that all employees have an Early Care & Education Workforce Registry account, and all early childhood educators to obtain an ECE Workforce Registry ID #, complete the online individual profile, and upload transcripts. *If the agency or staff do not already have an ECE Workforce ID#, please visit [www.caregistry.org](http://www.caregistry.org)*
5. Directors, FCCP Owners and/or Lead Teachers will be available for necessary meetings (i.e., Quality Matters Orientation, Action Plan Meeting, Coaching & Technical Assistance ZOOM Meetings).
6. Ensure appropriate site staff participates in quality improvement activities (i.e., training, coursework, workshops, professional learning community, coaching, etc.) as determined by site leadership & Quality Matters staff during the Quality Improvement Action Plan Meeting.
7. Within two weeks, report any changes in personnel such as the program director/FCCP owner to Quality Matters staff to maintain communication and status of rating.
8. Expend QRIS annual incentive funds to support and meet continuous improvement goals by June 30th of each year.
9. Participate in CA-QRIS evaluations and quarterly fiscal expenditure reports conducted at the request of the California Department of Education, First 5 California, and other funders. The months for quarterly fiscal reporting are October, January, April, and August.

**Section A. 8 - 16 are specific only to participating sites to be rated:**

10. Directors, FCCP Owners and/or Lead Teachers will be available for necessary meetings (i.e., Quality Matters Orientation, Rating, Action Plan Meeting, Coaching & Technical Assistance Meetings) and ERS and CLASS assessments as scheduled. Should the site not be able to maintain scheduled assessment date a cancellation fee will be charged of \$300.00 and/or deducted from the stipend

<sup>1</sup> See Health and Safety Code Sections 1596.773 and 1596.886.



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- award. At least a 7-day cancellation notice if required if the site is unable to commit to the designated week of assessment.
11. Report any changes in program director/FCCP owner and lead teacher to Quality Matters staff. A change in director and/or lead teacher may require a new ERS and CLASS assessment to be conducted.
  12. Ensure that the lead teachers/providers participate in the 21-hour minimum required professional development hours to maintain any permits and qualifications per program year.
  13. Allow MCOE staff or contractors to complete the independent CLASS and ERS assessments once on-site assessments are permitted due to the COVID-19 Pandemic-social distancing (exact timing is dependent on the availability of assessors and CDC Social Distancing Guidelines).
  14. Allow MCOE staff to complete the virtual online rating verification process within 2-3 months of participating in independent CLASS and ERS assessments.
  15. Participate in Quality Monitoring activities to ensure that the established tier rating is maintained throughout the 3 to 5 year period between ratings. Activities may include virtual online or mail-in surveys, phone interviews, scheduled site visits, and random site visits.
  16. Agree to the MCOE publishing agreement to post a program's initial and post-rating on the searchable directory on the Quality Matters Monterey County website once the final rating has been determined.
  17. Renew tier rating every 3 to 5 years based on the rating cycle by allowing the program to receive another external ERS and CLASS assessment as scheduled by Quality Matters QRIS staff, as well as an additional document review and verification site visit.
  18. Commit to meet with QRIS Coordinators bi-annually via Zoom to continue to work towards continuous improvement to reach the next tier level based on your site's tiered rating and Quality Matters Quality Improvement Action Plan.

#### WHEN WILL AGENCY PROVIDE THE SERVICES:

DATE DETERMINED – Agency will begin to participate in the Services on (state date(s)):

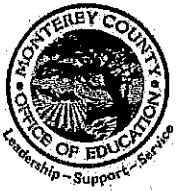
DATE TO BE DETERMINED – The Parties' staff will coordinate and schedule the particular date(s) on which Agency shall perform the Services, such date(s) to be between: Dates August 24, 2020, to September 30, 2023

WHERE WILL AGENCY PROVIDE THE SERVICES: Varies – throughout Monterey County FULL NAME OF AGENCY STAFF WHO WILL OVERSEE THIS SITE'S PARTICIPATION IN Quality Matters: **Barbara Martinez, Principal, Pacific Grove Adult School Child Development**

**MCOE OBLIGATIONS.** MCOE Obligations under this Agreement (collectively "Services") include those required of MCOE in the General Terms and Conditions, any shared obligations stated below, and the following:

#### B. WHAT SERVICES WILL MCOE PROVIDE:

1. Provide participating Agency/Educator with Quality Matters Participant Guidelines document.
2. Provide an orientation to thoroughly review the appropriate pathway (i.e., Quality Improvement Pathway or Quality Rating & Improvement Pathway) process and establish the program's preliminary tier rating based on their self-assessment portfolio using CA-QRIS Tier Rating Matrix.
3. Establish a quality improvement plan to achieve their desired improvements based on available self-assessment portfolio and/ or rating data.
4. Schedule professional development trainings that will support Agencies/Educator in meeting the requirements of the QRIS Matrix.
5. Host virtual online monthly Quality Matters Professional Learning Community for support, continued learning and guidance.



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6. Provide technical assistance (TA) in identified areas for improvement, as captured in the site's Quality Improvement Action Plan, for sites that rate a tier 3 or below, and as capacity allows.

7. Provide classroom materials, financial incentives, and other resources, as funding allows. Section E specifies financial incentives available based on the availability of funds.

8. Uphold all responsibilities as state mandated reporters to the Department of Social Services and Community Care Licensing if child abuse/neglect or licensing regulations are suspected.

**Section B: 9 - 14 are specific only to participating sites to be rated:**

9. Provide an "Virtual Online Orientation" meeting with the director(s) or FCCH owner of the participating programs to thoroughly review the Quality Rating & Improvement Pathway and establish the program's preliminary tier rating based on their self-assessment, and prepare the site for their independent CLASS & ERS assessments.

10. Provide independent CLASS and ERS assessments conducted by a reliable external assessor.

11. Coordinate technical assistance/quality improvement activities.

12. Meet with the program to observe and gather data to verify site practices to establish a tier rating.

13. Provide program participants with an overview of their tier rating results and answer questions.

14. Publish tier rating with the Quality Matters Monterey County searchable website directory, so that parents and the community may access each program's quality rating.

**WHEN WILL MCOE PROVIDE THE SERVICES:**

DATE DETERMINED – MCOE will begin QRIS Services on (state date(s)).

DATE TO BE DETERMINED – The QRIS staff will coordinate and schedule the particular date(s) on which MCOE shall offer the Services between: **August 24, 2020 and September 30, 2023.**

WHERE WILL MCOE PROVIDE THE SERVICES: Varies – throughout Monterey County FULL NAME OF MCOE STAFF WHO MUST PERFORM THE SERVICES (leave blank if none designated):

SHARED OBLIGATIONS: The Parties shall each be responsible for the following obligations (leave blank if none):  
Eliza Gomez, Program Coordinator, Megan Matteoni, Program Coordinator, Gelacio Gonzalez, ECE Program Specialist, and Monica Cano, Program Development & Compliance Specialist

**Article 2 – PAYMENT**

CONTRACT AMOUNT AND PAYMENT SCHEDULE (mark each that applies and complete as indicated):

**PARTICIPANT TYPE:**  QRIS Block Grant Incentive

**Section C:1: QRIS Participation Incentive**

INCENTIVE. Based on the Quality Improvement Plan, an incentive for:

- **\$920** per X **1** site for attending Leadership Network Reopening Meeting

The above total CSPP incentive of **\$920.00** will be utilized to improve the quality of early care and education services specific to the site's individual needs.

MCOE shall submit an invoice from the participant for payment within 30 days of submission in accordance with Section C:1.

**D. REQUIRED DOCUMENTS.** Each document that is marked as required ("Required Documents") shall be provided in accordance with the following:



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✓ 1. **PAYMENT DOCUMENT.** At Payor's (Program/Participant) request, Payee (MCOE) shall provide a Taxpayer Identification Number Request (W-9) and other documents that Payor may require to process payment to Payee. (See § 1.5.1).

✓ 2. **PROOF OF INSURANCE.** Each Party shall maintain insurance or self-insurance in accordance with Article 4 and, upon the other Party's request, provide written proof thereof: (A) commercial general liability, (B) workers compensation and employer's liability, and (C) commercial automobile liability. (See Article 4.)

### Article 3 – TERMS AND CONDITIONS

RECITALS/OTHER TERMS AND CONDITIONS (leave blank if none):

By signing this Memorandum of Understanding, you are stating that you are voluntarily agreeing to participate in the Monterey County QRIS and agreeing to the program requirements and expectations as stated above.

Signature REQUIRED on page 10

### GENERAL TERMS AND CONDITION

These General Terms and Conditions contain the following Articles:

Article 1	Scope of Services and Obligations
Article 2	Payment
Article 3	Terms and Termination of Agreement
Article 4	Insurance
Article 5	Indemnity
Article 6	Dispute Resolution
Article 7	General Provisions

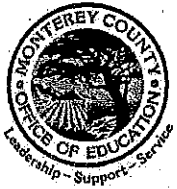
Terms with initial capital letter shall have the respective meanings outlined in this Agreement.

#### ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

**SECTION 1.1 PURPOSES.** By this Agreement, the Agencies desire to set forth the terms and conditions upon which the Agencies shall cooperate and share responsibilities for the performance of this Agreement and set forth the Agencies rights and obligations relating to this Agreement.

**SECTION 1.2 PARTIES' OBLIGATIONS.** Except as specifically stated otherwise on the Cover, each Agency shall provide all labor, materials, equipment, and transportation necessary to perform its obligations under this Agreement. Further and unless stated otherwise on the Cover, each Party is solely responsible for: (A) all means, methods, techniques, sequences, procedures, safety, and work coordination necessary or proper for it to perform its obligations under this Agreement; (B) the acts and omissions of its officers, employees, agents, and any other persons who it retains to perform any portion of this Agreement; and (C) taking all reasonable precautions for the safety and prevention of injury to the person of and damage or loss to the property of its officers, employees, agents and any other persons who it retains to perform any portion of this Agreement and to any officers, employees, agents, students, or invitees of the other Party or any Third Party.

**SECTION 1.3 COMPLIANCE WITH APPLICABLE LAW AND GRANT.** Each Agency shall comply with all laws and regulations (collectively "Law") applicable to its performance of this Agreement, and all Law that it agreed to comply with this Agreement (referred to collectively and separately as "Applicable Law" and shall include amendments and Law that are in effect as of the Effective Date or become effective



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during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision of this Agreement and an Applicable Law, the provision of this Agreement shall govern except where such provision is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein. Each Agency shall comply with each grant (if any) that provides funding to pay for this Agreement and all Law and requirements applicable to such grant.

**SECTION 1.4 WORK PRODUCTS AND RIGHTS THERETO.** Unless stated otherwise on the Cover, the following applies to any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored (collectively "Work"), that an Agency prepares for or provides to the other Agency pursuant to this Agreement: (A) the Work of each Agency shall remain its property and that Agency shall have all rights and interests thereto; and (B) upon termination of this Agreement and a Agency's request, the other Agency shall return any Work that belongs to the requesting Agency. The provisions of this Section shall survive the termination of this Agreement.

## **SECTION 1.5 RECORDS AND INFORMATION.**

**1.5.1 REQUIRED DOCUMENTS.** An Agency shall provide to the other Agency the Required Documents that are required from the Agency as marked on the Cover, each of which is incorporated by reference into and constitutes a part of this Agreement. If any Required Document becomes incorrect or inapplicable or expires during the Contract Term, the Agency providing the Required Document shall promptly notify in writing and/or submit to the other Agency the corrected, updated, or effective Required Document.

**1.5.2 CONFIDENTIAL RECORDS AND INFORMATION.** If any document and/or information (for example and not as a limitation, employee or student records) that are subject to nondisclosure or protection under federal and/or California laws (collectively "**Confidential Materials**") are provided to or created by an Agency for or pursuant to this Agreement, the Party shall: (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a court order, as this Agreement may permit, or as an Agency, through its contact person listed on the Cover or other designated staff, may authorize in writing; (B) not use the Confidential Materials for any purpose not related to its performance of this Agreement; and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Subsection shall survive the termination of this Agreement.

## **ARTICLE 2 PAYMENT.**

**SECTION 2.1 CONTRACT AMOUNT.** Compensation under this Agreement shall be as stated on the Cover. The Payor shall make payment to Payee, if any is due to Payee, in accordance with the Payment Schedule stated on the Cover and Section 2.2 below.

**SECTION 2.2 INVOICE, DOCUMENTATION, AND PAYMENT.** The payee shall submit an itemized invoice and support documentation to Payor before Payee may receive any payment if any is due to Payee under this Agreement. The Payment Schedule, stated in the agreement, shall apply to Payor's payment of the Contract Amount to Payee: (A) **Payment Schedule 1 or 2** - Payor shall pay Payee within 30 days after: (1) Payee has completed, in accordance with this Agreement, the Services required of Payee for the period for which Payee requests payment; and (2) Payor has received and approved Payee's invoice describing, at a minimum, the Services that Payee completed, date(s) on which such Services were completed, and the payment requested; (B) **Payment Schedule 3** - Payor shall pay Payee within 30 days after: (1) Payee has completed, in accordance with this Agreement, all Services



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required of Payee; and (2) Payor has received and approved Payee's invoice stating that Payee has completed all Services; the date on which all Services were completed, and the payment requested; and (C) **Payment Schedule 4** – Payor shall pay Payee in accordance with the provisions stated here relating to Payment Schedule 4.

## **ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.**

**SECTION 3.1 CONTRACT TERM.** This Agreement is effective on August 24, 2020 and continues in full force and effect thereafter until and including the Termination Date and any extension thereto ("Contract Term") and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Agency. Any extension of the Contract Term shall be outlined in an amendment executed by the Agency.

### **SECTION 3.2 TERMINATION DURING CONTRACT TERM.**

Ground for Termination (*mark one*):

With cause

With or without cause

**"Notice Period":** At least 30 days before the effective date of termination of this Agreement

**3.2.1 TERMINATION FOR CAUSE/WITHOUT CAUSE.** During the Contract Term and unless specifically permitted otherwise in this Section, a Party may terminate this Agreement as marked on the Cover: (A) With or Without Cause – An Agency, with or without cause, may terminate this Agreement by giving the other Agency written notice. (B) With Cause – An Agency may terminate this Agreement only upon the other Agency's material breach of one or more provisions of this Agreement and after the non-breaching Agency has given the breaching Agency written notice.

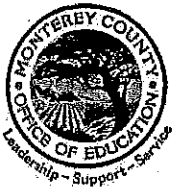
**3.2.2 RIGHTS AND OBLIGATIONS UPON TERMINATION.** Upon termination of this Agreement, compensation is due to Payee under this Agreement; Payor shall pay Payee for all Services that Payee is required to perform and has performed in accordance with this Agreement before the effective date of termination. All provisions in Section 2.2 above shall apply to Payee's invoice for and Payor's payment under this Subsection, and, upon making such payment, Payor is not obligated to pay and shall have no obligation to make any further payment to Payee, whether pursuant to contract, law or equity. The provisions of this Subsection shall survive the termination of this Agreement.

**SECTION 3.3 FORCE MAJEURE.** An Agency is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Agency's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "Force Majeure"), provided that the Agency has promptly notified the other Agency in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Payor's payment to Payee of any portion of the Contract Amount that is due from Payor to Payee where Payee has performed in accordance with this Agreement the Services for which payment is sought and submitted an invoice and supporting information in accordance with Section 2.2. The payee shall not be entitled to any payment for Services that Payee did not perform during the period in which the Force Majeure occurred.

## **ARTICLE 4 INSURANCE.**

Each Agency, at its cost and throughout the Contract Term, shall maintain in effect insurance or self-insurance that complies with the CA. Early Care and Learning State Contract and the CA. Family Child Care Home Licensing Regulations, Title 22, at a minimum, with the following requirements, and shall provide written proof of such insurance to the other Agency upon the other Party's request:





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a. For school districts/ agencies with CA. State Preschool Programs: (A) commercial general liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and with coverage for property damage, bodily injury, and personal and advertising injury; (B) worker's compensation with limits of not less than \$1,000,000 or as required by California laws, whichever is greater; and employer's liability insurance of not less than \$1,000,000.

b. For Family Child Care Home Owners: The licensee shall have one of the following: (A) Liability insurance (B) A bond or A file of Affidavits Regarding Liability Insurance (LIC 282) signed by each parent and stating that the Family Child Care Home does not carry liability insurance or a bond.

## ARTICLE 5 INDEMNITY.

An Agency ("**Indemnitor**") shall: (A) indemnify and hold harmless the other Agency ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. An Agency, who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party: (A), shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed; and (B) shall not settle or resolve the Claim until it has notified the other Agency of the Claim in accordance with the preceding provision and given the other Agency written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent the other Agency shall not unreasonably withhold. An Agency's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "**Claim**" means any claim, demand, lawsuit, the cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "**Loss**" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "**Third Party**" means a person who or an entity that is not any of the following: (A) a Party; (B) an officer, employee, or agent of Agency; (C) an officer, employee, or agent of MCOE; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by an Agency to act for or on the Agency's behalf. "**Final Determination**" means any judgment, order, or decision, each a "Determination," by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

## ARTICLE 6 DISPUTE RESOLUTION.

The Agencies shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which an Agency seeks indemnity pursuant to Article 5 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Payor shall pay Payee the portion of the Contract Amount that is undisputed and due to Payee from Payor; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to Payee, Payor shall pay such amount to Payee within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Agencies, in which case, Payor shall pay Payee in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising



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out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

## ARTICLE 7 GENERAL PROVISIONS.

**SECTION 7.1 ENTIRE AGREEMENTS, CONFLICT, EXECUTION, AMENDMENT, AND WAIVER:** This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of, and any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: Cover, General Terms and Conditions, exhibit or attachment stated in this Agreement as being a part of this Agreement, and the Required Documents. The Agencies may execute this Agreement and any amendment in counterparts such that each Agencies signature is on a separate page. A copy or an original of this Agreement or an amendment with the Agencies' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

**SECTION 7.1 NOTICES.** Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail and transmitted by email; and, **to MCOE, a copy of any notice and demand by email to: Attn: Colleen Stanley at 901 Blanco Circle, Salinas, CA 93901.** A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

All notices or demands to be given under this AGREEMENT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at 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. At the date of this AGREEMENT, the addresses of the parties are as follows:

MCOE:	Participant/Program:
<b>ATT: Eliza Gomez</b> Monterey County Office of Education 901 Blanco Circle Salinas, CA 93912-0851	<b>ATT: Barbara Martinez</b> Pacific Grove Adult School 1025 Lighthouse Ave. Pacific Grove Ca. 93950

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Program/Provider and MCOE separately referred to as a "Party" and collectively as the "Parties," have reviewed and understood and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement includes its governing body and members thereof, officers, employees, and agents. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.



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**SECTION 7.2 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.

**SECTION 7.3 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. THIS AGREEMENT IS ENTERED INTO THIS 31<sup>st</sup> DAY OF August 2020.

**MONTEREY COUNTY OFFICE OF EDUCATION (MCOE) PROGRAM ADVISOR/SUPPORT EDUCATOR**

By: Colléen Stanley Ed. D. By: \_\_\_\_\_  
Chief Business Official Signature

Barbara Martinez  
Title

Principal/Director  
Title

\_\_\_\_\_  
Social Security or Taxpayer Identification Number

## EDUCATIONAL SERVICES

By: Caryn Lewis  
Assistant Superintendent, Ed. Services

\_\_\_\_\_  
Title

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Consent  
 Information/Discussion  
 Action/Discussion  
 Public Hearing

**SUBJECT:** Approval of Memorandum of Understanding with the Monterey County Superintendent of Schools and Pacific Grove Unified School District (Quality Rating & Improvement System (QRIS) Program) State Preschool

**DATE:** October 1, 2020

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

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**RECOMMENDATION:**

The District Administration recommends that the Board review and approve the memorandum of Understanding between the Pacific Grove Unified School District and the Monterey County Superintendent of Schools (Quality Rating & Improvement System (QRIS) Program) for Pacific Grove Unified School District State Preschool.

**BACKGROUND:**

The Memorandum of Understanding sets forth the terms and conditions to accept in shared roles in providing services to staff and students. California State Preschool Programs will receive an annual stipend through the local Quality Rating & Improvement System initiative to support the program's improvement goals.

**INFORMATION:**

The purpose of the Quality Rating and Improvement System (QRIS) Block Grant is to allocate funds to school districts operating a quality rating and improvement system for California State Preschool Programs (CSPP) and Licensed Childcare facilities to support local early learning that increases the number of low-income children in high-quality preschool programs and prepares those children for success in school and life. Some highlighted obligations outlined in the MOU are outlined below:

**MCOE will provide:**

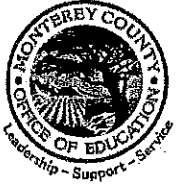
- Professional Development for Staff
- Site Assessments
- Virtual site visits to support staff

**PGUSD State Preschool will provide:**

- Program Data
- Registry into the Early Care and Education Workforce Registry
- Directors and Teachers participation in planning and Technical Support ZOOM meetings.

**FISCAL IMPACT:**

Increase to Fund 12 \$2,160.00 from QRIS Block Grant.



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## MEMORANDUM OF UNDERSTANDING

Between

The Monterey County Superintendent of Schools

And

Pacific Grove Unified School District

NAME OF PROGRAM:	Pacific Grove Unified School District: State Preschool Program
PROJECT:	For provision of Quality Improvement for Monterey County Quality Rating & Improvement System (QRIS) Program
AGREEMENT TERM:	Initial Term: 2020-2025
AGREEMENT AMOUNT:	Not to exceed: \$2,160.00
CONTACT PERSON:	Barbara Martinez
TELEPHONE:	(831) 646-6580
EMAIL:	bmartinez@pgusd.org
ADDRESS:	1025 Lighthouse Ave. Pacific Grove Ca. 93950

### RECITALS:

Whereas, U.S. Code Title 42. The Public Health and Welfare (Chapter 105, Community Services Programs) Subchapter II-B. Child Care and Development Block Grant Section 9858e allows state funding for activities that support and improve quality, and assess the quality and access. In allocating the reservation for activities relating to the quality of child care services.

NOW THEREFORE, This Memorandum of Understanding is created for the purpose of setting forth the terms and conditions to accept in shared roles in providing services enumerated below.

### Article 1- SCOPE OF WORK

PROGRAM OBLIGATIONS. Program obligations under this Agreement (collectively "Services") include those required of Agency in the General Terms and Conditions, any shared obligations stated below, and the following:



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**SECTION A. WHAT SERVICES WILL AGENCY PROVIDE:** The expectations and requirements of Quality Matters Participating Programs include:

1. Maintain status of licensed and in "good standing"<sup>1</sup>, which means a licensed child care center or family child care home that currently does not have any of the following: (1) non-compliance conference; (2) administrative action being taken or in the process of being taken; and (3) a probationary license. If a program receives a Type A violation, they are required to inform Quality Matters staff within five business days. If a site's license is changed to anything other than "in good standing" the QRIS rating and services to the site will be suspended pending corrective action.
2. Provide Quality Matters with annual requested program data for review and verification via upload to the iPinwheel database, mail, or during virtual ZOOM online or in-person site visits based on need.
3. Provide Quality Matters with all lead teacher transcripts before participating in Quality Matters quality improvement activities.
4. Require all participating agencies to maintain a **CA. Early Care & Education Workforce Registry**:
  - a. Administrative Access helps to ensure that the Registry has current and accurate information about your ECE program and staff to streamline reporting to state agencies and other funders. In order to receive Administrative Access, your agency must agree to do the following: be an active member of the Registry, maintain an active email account that is linked to employee's registry profile, maintain an accurate and complete Program Profile by confirming or updating information annually, maintain accurate information about employees by confirming or updating information as needed, and protect the security and integrity of personal information about employees in the Registry. For additional information, please visit: [https://www.caregistry.org/participant\\_resources/CARegistry\\_AdministrativeAccessRequestInstructions\\_ENGLISH\\_7.30.19.pdf](https://www.caregistry.org/participant_resources/CARegistry_AdministrativeAccessRequestInstructions_ENGLISH_7.30.19.pdf)
  - b. Ensure that all employees have an Early Care & Education Workforce Registry account, and all early childhood educators to obtain an ECE Workforce Registry ID #, complete the online individual profile, and upload transcripts. *If the agency or staff do not already have an ECE Workforce ID#, please visit [www.caregistry.org](http://www.caregistry.org)*
5. Directors, FCCP Owners and/or Lead Teachers will be available for necessary meetings (i.e., Quality Matters Orientation, Action Plan Meeting, Coaching & Technical Assistance ZOOM Meetings).
6. Ensure appropriate site staff participates in quality improvement activities (i.e., training, coursework, workshops, professional learning community, coaching, etc.) as determined by site leadership & Quality Matters staff during the Quality Improvement Action Plan Meeting.
7. Within two weeks, report any changes in personnel such as the program director/FCCP owner to Quality Matters staff to maintain communication and status of rating.
8. Expend QRIS annual incentive funds to support and meet continuous improvement goals by June 30th of each year.
9. Participate in CA-QRIS evaluations and quarterly fiscal expenditure reports conducted at the request of the California Department of Education, First 5 California, and other funders. The months for quarterly fiscal reporting are October, January, April, and August.

**Section A. 8 - 16 are specific only to participating sites to be rated:**

10. Directors, FCCP Owners and/or Lead Teachers will be available for necessary meetings (i.e., Quality Matters Orientation, Rating, Action Plan Meeting, Coaching & Technical Assistance Meetings) and ERS and CLASS assessments as scheduled. Should the site not be able to maintain scheduled assessment date a cancellation fee will be charged of \$300.00 and/or deducted from the stipend

<sup>1</sup> See Health and Safety Code Sections 1596.773 and 1596.886.



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award. At least a 7-day cancellation notice if required if the site is unable to commit to the designated week of assessment.

11. Report any changes in program director/ FCCP owner and lead teacher to Quality Matters staff. A change in director and/or lead teacher may require a new ERS and CLASS assessment to be conducted.
12. Ensure that the lead teachers/providers participate in the 21-hour minimum required professional development hours to maintain any permits and qualifications per program year.
13. Allow MCOE staff or contractors to complete the independent CLASS and ERS assessments once on-site assessments are permitted due to the COVID-19 Pandemic social distancing (exact timing is dependent on the availability of assessors and CDC Social Distancing Guidelines).
14. Allow MCOE staff to complete the virtual online rating verification process within 2-3 months of participating in independent CLASS and ERS assessments.
15. Participate in Quality Monitoring activities to ensure that the established tier rating is maintained throughout the 3 to 5 year period between ratings. Activities may include virtual online or mail-in surveys, phone interviews, scheduled site visits, and random site visits.
16. Agree to the MCOE publishing agreement to post a program's initial and post-rating on the searchable directory on the Quality Matters Monterey County website once the final rating has been determined.
17. Renew tier rating every 3 to 5 years based on the rating cycle by allowing the program to receive another external ERS and CLASS assessment as scheduled by Quality Matters QRIS staff, as well as an additional document review and verification site visit.
18. Commit to meet with QRIS Coordinators bi-annually via Zoom to continue to work towards continuous improvement to reach the next tier level based on your site's tiered rating and Quality Matters Quality Improvement Action Plan.

#### WHEN WILL AGENCY PROVIDE THE SERVICES:

DATE DETERMINED – Agency will begin to participate in the Services on (state date(s)):

DATE TO BE DETERMINED – The Parties' staff will coordinate and schedule the particular date(s) on which Agency shall perform the Services, such date(s) to be between: Dates August 2020, to September 30, 2025

WHERE WILL AGENCY PROVIDE THE SERVICES: Varies – throughout Monterey County FULL NAME OF AGENCY STAFF WHO WILL OVERSEE THIS SITES PARTICIPATION IN Quality Matters: Barbara Martinez, Pacific Grove Unified School District (Pacific Grove State Preschool and Pacific Grove Adult School)

**MCOE OBLIGATIONS. MCOE Obligations under this Agreement (collectively "Services") include those required of MCOE in the General Terms and Conditions, any shared obligations stated below, and the following:**

#### B. WHAT SERVICES WILL MCOE PROVIDE:

1. Provide participating Agency/Educator with Quality Matters Participant Guidelines document.
2. Provide an orientation to thoroughly review the appropriate pathway (i.e., Quality Improvement Pathway or Quality Rating & Improvement Pathway) process and establish the program's preliminary tier rating based on their self-assessment portfolio using CA-QRIS Tier Rating Matrix.
3. Establish a quality improvement plan to achieve their desired improvements based on available self-assessment portfolio and/ or rating data.
4. Schedule professional development trainings that will support Agencies/Educator in meeting the requirements of the QRIS Matrix.
5. Host virtual online monthly Quality Matters Professional Learning Community for support, continued learning and guidance.



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6. Provide technical assistance (TA) in identified areas for improvement, as captured in the site's Quality Improvement Action Plan, for sites that rate a tier 3 or below, and as capacity allows.
7. Provide classroom materials, financial incentives, and other resources, as funding allows. Section E specifies financial incentives available based on the availability of funds.
8. Uphold all responsibilities as state mandated reporters to the Department of Social Services and Community Care Licensing if child abuse/neglect or licensing regulations are suspected.

## Section B. 9-14 are specific only to participating sites to be rated:

9. Provide an "Virtual Online Orientation" meeting with the director(s) or FCCH owner of the participating programs to thoroughly review the Quality Rating & Improvement Pathway and establish the program's preliminary tier rating based on their self-assessment, and prepare the site for their independent CLASS & ERS assessments.
10. Provide independent CLASS and ERS assessments conducted by a reliable external assessor.
11. Coordinate technical assistance/quality improvement activities.
12. Meet with the program to observe and gather data to verify site practices to establish a tier rating.
13. Provide program participants with an overview of their tier rating results and answer questions.
14. Publish tier rating will the Quality Matters Monterey County searchable website directory, so that parents and the community may access each program's quality rating.

## WHEN WILL MCOE PROVIDE THE SERVICES:

DATE DETERMINED – MCOE will begin QRIS Services on (state date(s)).

DATE TO BE DETERMINED – The QRIS staff will coordinate and schedule the particular date(s) on which MCOE shall offer the Services between: **August 24, 2020 and September 30, 2025.**

WHERE WILL MCOE PROVIDE THE SERVICES: Varies – throughout Monterey County FULL NAME OF MCOE STAFF WHO MUST PERFORM THE SERVICES (leave blank if none designated):

SHARED OBLIGATIONS. The Parties shall each be responsible for the following obligations (leave blank if none):

Eliza Gomez, Program Coordinator, Megan Matteoni, Program Coordinator, Gelacio Gonzalez, ECE Program Specialist, and Monica Cano, Program Development & Compliance Specialist

## Article 2 – PAYMENT

CONTRACT AMOUNT AND PAYMENT SCHEDULE (mark each that applies and complete as indicated):

**PARTICIPANT TYPE:** California State Preschool Program QRIS Block Grant

## Section C:1: CSPP Participation Incentive

INCENTIVE. Based on the Quality Improvement Plan, an incentive for:

- \$920 per X 2 site for attending Leadership Network Reopening Meeting
- \$1240 per site X 1 annual participation incentive

The above total CSPP incentive of **\$2,160.00** will be utilized to improve the quality of early care and education services specific to the site's individual needs.

MCOE shall submit an invoice from the participant for payment within 30 days of submission in accordance with Section C:1.

D. REQUIRED DOCUMENTS. Each document that is marked as required ("Required Documents") shall be provided in accordance with the following:





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✓ 1. **PAYMENT DOCUMENT.** At Payor's (Program/Participant) request, Payee (MCOE) shall provide a Taxpayer Identification Number Request (W-9) and other documents that Payor may require to process payment to Payee. (See § 1.5.1).

✓ 2. **PROOF OF INSURANCE.** Each Party shall maintain insurance or self-insurance in accordance with Article 4 and, upon the other Party's request, provide written proof thereof: (A) commercial general liability, (B) workers compensation and employer's liability, and (C) commercial automobile liability. (See Article 4.)

### Article 3 – TERMS AND CONDITIONS

RECITALS/OTHER TERMS AND CONDITIONS (leave blank if none):

By signing this Memorandum of Understanding, you are stating that you are voluntarily agreeing to participate in the Monterey County QRIS and agreeing to the program requirements and expectations as stated above.

Signature REQUIRED on page 10

### GENERAL TERMS AND CONDITION

These General Terms and Conditions contain the following Articles:

- |           |                                    |
|-----------|------------------------------------|
| Article 1 | Scope of Services and Obligations  |
| Article 2 | Payment                            |
| Article 3 | Terms and Termination of Agreement |
| Article 4 | Insurance                          |
| Article 5 | Indemnity                          |
| Article 6 | Dispute Resolution                 |
| Article 7 | General Provisions                 |

Terms with initial capital letter shall have the respective meanings outlined in this Agreement.

#### ARTICLE 1 SCOPE OF SERVICES AND OBLIGATIONS.

**SECTION 1.1 PURPOSES.** By this Agreement, the Agencies desire to set forth the terms and conditions upon which the Agencies shall cooperate and share responsibilities for the performance of this Agreement and set forth the Agencies rights and obligations relating to this Agreement.

**SECTION 1.2 PARTIES' OBLIGATIONS.** Except as specifically stated otherwise on the Cover, each Agency shall provide all labor, materials, equipment, and transportation necessary to perform its obligations under this Agreement. Further and unless stated otherwise on the Cover, each Party is solely responsible for: (A) all means, methods, techniques, sequences, procedures, safety, and work coordination necessary or proper for it to perform its obligations under this Agreement; (B) the acts and omissions of its officers, employees, agents, and any other persons who it retains to perform any portion of this Agreement; and (C) taking all reasonable precautions for the safety and prevention of injury to the person of and damage or loss to the property of its officers, employees, agents and any other persons who it retains to perform any portion of this Agreement and to any officers, employees, agents, students, or invitees of the other Party or any Third Party.

**SECTION 1.3 COMPLIANCE WITH APPLICABLE LAW AND GRANT.** Each Agency shall comply with all laws and regulations (collectively "Law") applicable to its performance of this Agreement, and all Law that it agreed to comply with this Agreement (referred to collectively and separately as "Applicable Law" and shall include amendments and Law that are in effect as of the Effective Date or become effective



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during the Contract Term). Each Applicable Law is deemed inserted herein; however, if any conflict or inconsistency exists between a provision of this Agreement and an Applicable Law, the provision of this Agreement shall govern except where such provision is specifically prohibited or void by the Applicable Law in which case the Applicable Law shall govern to the extent provided therein. Each Agency shall comply with each grant (if any) that provides funding to pay for this Agreement and all Law and requirements applicable to such grant.

**SECTION 1.4 WORK PRODUCTS AND RIGHTS THERETO.** Unless stated otherwise on the Cover, the following applies to any data, document, display, drawing, report, material, invention, work, and discovery, including any copyright, right, and interest therein or thereto and whether written, recorded, or electronically stored (collectively "Work"), that an Agency prepares for or provides to the other Agency pursuant to this Agreement: (A) the Work of each Agency shall remain its property and that Agency shall have all rights and interests thereto; and (B) upon termination of this Agreement and a Agency's request, the other Agency shall return any Work that belongs to the requesting Agency. The provisions of this Section shall survive the termination of this Agreement.

**SECTION 1.5 RECORDS AND INFORMATION.**

**1.5.1 REQUIRED DOCUMENTS.** An Agency shall provide to the other Agency the Required Documents that are required from the Agency as marked on the Cover, each of which is incorporated by reference into and constitutes a part of this Agreement. If any Required Document becomes incorrect or inapplicable or expires during the Contract Term, the Agency providing the Required Document shall promptly notify in writing and/or submit to the other Agency the corrected, updated, or effective Required Document.

**1.5.2 CONFIDENTIAL RECORDS AND INFORMATION.** If any document and/or information (for example and not as a limitation, employee or student records) that are subject to nondisclosure or protection under federal and/or California laws (collectively "**Confidential Materials**") are provided to or created by an Agency for or pursuant to this Agreement, the Party shall: (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a court order, as this Agreement may permit, or as an Agency, through its contact person listed on the Cover or other designated staff, may authorize in writing; (B) not use the Confidential Materials for any purpose not related to its performance of this Agreement; and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Subsection shall survive the termination of this Agreement.

**ARTICLE 2 PAYMENT.**

**SECTION 2.1 CONTRACT AMOUNT.** Compensation under this Agreement shall be as stated on the Cover. The Payor shall make payment to Payee, if any is due to Payee, in accordance with the Payment Schedule stated on the Cover and Section 2.2 below.

**SECTION 2.2 INVOICE, DOCUMENTATION, AND PAYMENT.** The payee shall submit an itemized invoice and support documentation to Payor before Payee may receive any payment if any is due to Payee under this Agreement. The Payment Schedule, stated in the agreement, shall apply to Payor's payment of the Contract Amount to Payee: (A) **Payment Schedule 1 or 2** - Payor shall pay Payee within 30 days after: (1) Payee has completed, in accordance with this Agreement, the Services required of Payee for the period for which Payee requests payment; and (2) Payor has received and approved Payee's invoice describing, at a minimum, the Services that Payee completed, date(s) on which such Services were completed, and the payment requested; (B) **Payment Schedule 3** - Payor shall pay Payee within 30 days after: (1) Payee has completed, in accordance with this Agreement, all Services



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required of Payee; and (2) Payor has received and approved Payee's invoice stating that Payee has completed all Services, the date on which all Services were completed, and the payment requested; and (C) **Payment Schedule 4** - Payor shall pay Payee in accordance with the provisions stated here relating to Payment Schedule 4.

## ARTICLE 3 TERM AND TERMINATION OF AGREEMENT.

**SECTION 3.1 CONTRACT TERM.** This Agreement is effective on August 24, 2020 and continues in full force and effect thereafter until and including the Termination Date and any extension thereto ("Contract Term") and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Agency. Any extension of the Contract Term shall be outlined in an amendment executed by the Agency.

## SECTION 3.2 TERMINATION DURING CONTRACT TERM.

Ground for Termination (**mark one**):

- With cause  
 With or without cause

**"Notice Period":** At least 30 days before the effective date of termination of this Agreement

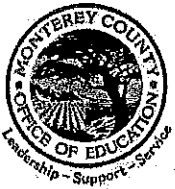
**3.2.1 TERMINATION FOR CAUSE/WITHOUT CAUSE:** During the Contract Term and unless specifically permitted otherwise in this Section, a Party may terminate this Agreement as marked on the Cover: (A) With or Without Cause - An Agency, with or without cause, may terminate this Agreement by giving the other Agency written notice. (B) With Cause - An Agency may terminate this Agreement only upon the other Agency's material breach of one or more provisions of this Agreement and after the non-breaching Agency has given the breaching Agency written notice.

**3.2.2 RIGHTS AND OBLIGATIONS UPON TERMINATION.** Upon termination of this Agreement, compensation is due to Payee under this Agreement; Payor shall pay Payee for all Services that Payee is required to perform and has performed in accordance with this Agreement before the effective date of termination. All provisions in Section 2.2 above shall apply to Payee's invoice for and Payor's payment under this Subsection, and, upon making such payment, Payor is not obligated to pay and shall have no obligation to make any further payment to Payee, whether pursuant to contract, law or equity. The provisions of this Subsection shall survive the termination of this Agreement.

**SECTION 3.3 FORCE MAJEURE.** An Agency is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Agency's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "Force Majeure"), provided that the Agency has promptly notified the other Agency in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Payor's payment to Payee of any portion of the Contract Amount that is due from Payor to Payee where Payee has performed in accordance with this Agreement the Services for which payment is sought and submitted an invoice and supporting information in accordance with Section 2.2. The payee shall not be entitled to any payment for Services that Payee did not perform during the period in which the Force Majeure occurred.

## ARTICLE 4 INSURANCE.

Each Agency, at its cost and throughout the Contract Term, shall maintain in effect insurance or self-insurance that complies with the CA. Early Care and Learning State Contract and the CA. Family Child Care Home Licensing Regulations, Title 22, at a minimum, with the following requirements, and shall provide written proof of such insurance to the other Agency upon the other Party's request:



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*County Superintendent of Schools*

a. For school districts/ agencies with CA. State Preschool Programs: (A) commercial general liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and with coverage for property damage, bodily injury, and personal and advertising injury; (B) worker's compensation with limits of not less than \$1,000,000 or as required by California laws, whichever is greater; and employer's liability insurance of not less than \$1,000,000.

b. For Family Child Care Home Owners: The licensee shall have one of the following: (A) Liability insurance (B) A bond or A file of Affidavits Regarding Liability Insurance (LIC-282) signed by each parent and stating that the Family Child Care Home does not carry liability insurance or a bond.

## ARTICLE 5 INDEMNITY.

An Agency ("Indemnitor") shall: (A) indemnify and hold harmless the other Agency ("Indemnitee") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) defend and pay for all of Indemnitor's attorney's fees and litigation costs related to any Claim or Loss without any right against or from the Indemnitee for indemnity and/or hold harmless of such costs and fees, or any right for defense. An Agency, who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party: (A) shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed; and (B) shall not settle or resolve the Claim until it has notified the other Agency of the Claim in accordance with the preceding provision and given the other Agency written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent the other Agency shall not unreasonably withhold. An Agency's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "Claim" means any claim, demand, lawsuit, the cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "Loss" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense, and/or cost (excluding attorney's fees and litigation costs that a Party or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "Third Party" means a person who or an entity that is not any of the following: (A) a Party; (B) an officer, employee, or agent of Agency; (C) an officer, employee, or agent of MCOE; or (D) contracted with (whether directly or through a subcontract of any level) or otherwise retained by an Agency to act for or on the Agency's behalf. "Final Determination" means any judgment, order, or decision, each a "Determination," by a court of competent jurisdiction or a governmental entity with jurisdiction to render the Determination where the Determination is not subject to appeal or the period for an appeal has expired.

## ARTICLE 6 DISPUTE RESOLUTION.

The Agencies shall meet and confer in good faith to resolve any dispute between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which an Agency seeks indemnity pursuant to Article 5 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Payor shall pay Payee the portion of the Contract Amount that is undisputed and due to Payee from Payor; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to Payee, Payor shall pay such amount to Payee within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Agencies, in which case, Payor shall pay Payee in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising



# Monterey County Office of Education

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*County Superintendent of Schools*

out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The provisions of this Article shall survive the termination of this Agreement.

**ARTICLE 7 GENERAL PROVISIONS.**

**SECTION 7.1 ENTIRE AGREEMENTS, CONFLICT, EXECUTION, AMENDMENT, AND WAIVER.** This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of, and any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: Cover, General Terms and Conditions, exhibit or attachment stated in this Agreement as being a part of this Agreement, and the Required Documents. The Agencies may execute this Agreement and any amendment in counterparts such that each Agencies signature is on a separate page. A copy or an original of this Agreement or an amendment with the Agencies' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

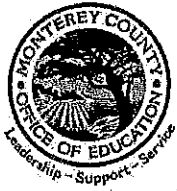
**SECTION 7.1 NOTICES.** Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at its address and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, postage prepaid; or (D) sent by regular mail and transmitted by email; and, **to MCOE, a copy of any notice and demand by email to: Attn: Colleen Stanley at 901 Blanco Circle, Salinas, CA 93901.** A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

All notices or demands to be given under this AGREEMENT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at 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. At the date of this AGREEMENT, the addresses of the parties are as follows:

MCOE:	Participant/Program:
<b>ATT: Eliza Gomez</b> Monterey County Office of Education 901 Blanco Circle Salinas, CA 93912-0851	<b>ATT: Barbara Martinez</b> Pacific Grove Unified School District 1025 Lighthouse Ave. Pacific Grove Ca. 93950

In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Program/Provider and MCOE separately referred to as a "Party" and collectively as the "Parties," have reviewed and understood and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement includes its governing body and members thereof, officers, employees, and agents. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

Adapted from: FCOE FORM 203: Cooperation and Shared Responsibility Agreement Approved by Ed. Services 071416\_Revised\_072820



# Monterey County Office of Education

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**SECTION 7.2 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.

**SECTION 7.3 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. THIS AGREEMENT IS ENTERED INTO THIS 31<sup>st</sup> DAY OF August, 2020.

**MONTEREY COUNTY OFFICE OF EDUCATION (MCOE) PROGRAM ADVISOR/SUPPORT EDUCATOR**

By: Colleen Stanley Ed. D. By: \_\_\_\_\_  
Chief Business Official Signature

Colleen Stanley Ed. D.

Barbara Martinez

Title

Typed Name

Principal/Director

Title

Social Security or Taxpayer Identification Number

### EDUCATIONAL SERVICES

By: Caryn Lewis  
Assistant Superintendent, Ed. Services

Title

- Consent
- Information/Discussion
- Action/Discussion
- Public Hearing

**SUBJECT:** Board Calendar/Future Meetings

**DATE:** October 1, 2020

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

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**RECOMMENDATION:**

The Administration recommends that the Board review and possibly modify the schedule of meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

**BACKGROUND:**

The Board has approved Bylaw 9320, which states that regular Board meetings be held on the first and third Thursday of each month, from August through June. At the annual organizational meeting held in December, Trustees 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, 2020-21 School Year August-December

Thursday July 16	<b>Regular Board Meeting</b> ✓ Academic and Operations Reopening Plan	VIRTUAL
Thursday July 23	<b>Special Board Meeting</b> ✓ Academic and Operations Reopening Plan	VIRTUAL
Thursday July 30	<b>Special Board Meeting</b> ✓ Academic and Operations Reopening Plan	VIRTUAL
Thursday Aug. 20	<b>Regular Board Meeting</b> ✓ Student Enrollment Update ✓ Back to School Night Dates ✓ Property Tax Report ✓ Quarterly Facilities Project Updates* ✓ Quarterly District Safety Update*	VIRTUAL
Thursday Sept. 3	<b>Regular Board Meeting</b> ✓ Unaudited Actual Report ✓ Budget Revision #1 ✓ Local Control Accountability Plan Review	VIRTUAL
Thursday Sept. 17	<b>Regular Board Meeting</b> ✓ Williams Uniform Complaint Report	VIRTUAL
Thursday Sept. 24	<b>Regular Board Meeting</b> ✓ Learning Continuity Plan	VIRTUAL
Thursday Oct. 1	<b>Regular Board Meeting</b> ✓ Week of the School Administrator	VIRTUAL
Thursday Oct. 22	<b>Regular Board Meeting</b> ✓ Quarterly District Safety Update* ✓ Budget Revision #1 on 2020-21 Working Budget (Preliminary First Interim)	VIRTUAL
Thursday Nov. 12	<b>Regular Board Meeting</b> ✓ PGHS Course Bulletin Information/Discussion	VIRTUAL
Thursday Nov. 19	<b>Regular Board Meeting</b> ✓ Intent Form Due (to serve as Board President or Vice President) ✓ Review of Special Education Contracts ✓ Quarterly Facilities Project Updates*	VIRTUAL
Thursday Dec. 10	<b>Regular Board Meeting</b> ✓ First Interim Report ✓ Budget Revision #2	VIRTUAL
Thursday Dec. 17	<b>Organizational Meeting</b> ✓ Election of 2020-21 Board President and Clerk ✓ PGHS Course Bulletin Action/Discussion ✓ Williams Uniform Complaint Report ✓ Employee Recognition ✓ Review of Legal Services Costs	VIRTUAL

*\*Quarterly District Safety Update and Quarterly Facilities Projects Update as needed*



## DRAFT Board Meeting Calendar, 2020-21 School Year January- June

Thursday Jan. 7	<b>Regular Board Meeting</b> ✓ Report on Governor's Budget Proposal ✓ Preliminary Enrollment Projection for 2021-22 ✓ Property Tax Update	District Office
Thursday Jan. 21	<b>Regular Board Meeting</b> ✓ School Accountability Report Cards	District Office
Thursday Feb. 4	<b>Regular Board Meeting</b> ✓ Budget Development Calendar ✓ Possible Personnel Action Presented as Information ✓ Preliminary Review of Site Master Schedules ✓ Possible Personnel Action (RIF) ✓ Quarterly Facilities Project Updates*	District Office
Thursday Mar. 4	<b>Regular Board Meeting</b> ✓ Second Interim Report ✓ Budget Revision #3 ✓ Open House Schedules Reviewed ✓ TRAN Resolution	District Office
Thursday Mar. 18	<b>Regular Board Meeting</b> ✓ Budget Projections and Assumptions ✓ Williams/Valenzuela Uniform Complaint Report	District Office
Thursday Apr. 1	<b>Regular Board Meeting</b> ✓ Review of Strategic Plan and LCAP (as needed) ✓ Approve 2021-22 Aug.- Dec. Board Meeting Calendar ✓ Quarterly District Safety Update	District Office
Thursday April 22	<b>Regular Board Meeting</b> ✓ Review of Site Master Schedules ✓ Review of Strategic Plan and LCAP (as needed) ✓ California Day of the Teacher ✓ Week of the CSEA Employee ✓ Begin Superintendent Evaluation	District Office
Thursday May 6	<b>Regular Board Meeting</b> ✓ Continue Superintendent Evaluation	District Office
Thursday May 20	<b>Regular Board Meeting</b> ✓ Complete Superintendent's Evaluation ✓ Review Governor's Revised Budget ✓ Suspensions/Expulsions Annual Report	District Office
Thursday June 3	<b>Regular Board Meeting</b> ✓ 2021-22 Budget Public Hearing/Adoption ✓ Retiree Recognition	District Office
Thursday June 17	<b>Regular Board Meeting</b> ✓ Approval of Contracts and Purchase Orders for 2021-22 ✓ Review of Legal Services Costs ✓ Solicitation of Funds Report ✓ Consolidated Application	District Office

*\*Quarterly District Safety Update and Quarterly Facilities Projects Update as needed*

- Consent
- Action/Discussion
- Information/Discussion
- Public Hearing

**SUBJECT:** Future Agenda Items

**DATE:** October 1, 2020

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

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**RECOMMENDATION:**

The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

**BACKGROUND:**

Board Bylaw 9322 states in part that “Any member of the public or any Board member may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request [from a member of the public] must be .... submitted to the Superintendent or designee with supporting documents and information ...”

**INFORMATION:**

Board members have the opportunity at the end of Open Session in a Regular Board meeting to request that items be added to the list for a future meeting. Depending upon the timeliness of the item, it may also be assigned a particular meeting date.

The following is a list of future agenda items as of the October 1, 2020 Regular Board Meeting:

- A member of the public requested Dual Language Elementary Program (TBD)
- Board requested teacher housing (TBD)
- A member of the public requested SELPA present on Special Education (Fall 2020)
- Board requested utility bills costs (electric and water) by school site (2020-21)